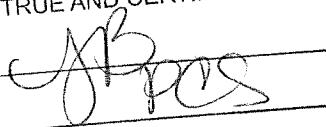


THIS IS A TRUE AND CERTIFIED COPY
BY: 
TITLE: _____

When Recorded Mail To:

South River Mortgage, LLC
1750 Forest Drive, Suite 195
Annapolis, MD 21401

[Space Above This Line For Recording Data]

State of **TEXAS**

FHA Case No. 513-2669257-962

Loan No. 4661496

MIN: 1016276-0005000509-5

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.

ADJUSTABLE RATE TEXAS HOME EQUITY CONVERSION DEED OF TRUST

This Deed of Trust secures a reverse mortgage extension of credit as authorized by Art. XVI, Section 50(a)(7) of the Texas Constitution

THIS DEED OF TRUST ("Security Instrument") is made on October 4, 2023. The grantor is **MARTIN C GONZALEZ AND BLANCA D GONZALEZ, HUSBAND AND WIFE**, whose address is **11237 GARY AVENUE, CROWLEY, Texas 76036** ("Borrower"). Borrower is a trustor who is an original borrower under the Loan Agreement and Note. The term "Borrower" does not include the Borrower's successors and assigns. Trustor is an original trustor under this Security Instrument. The term "Trustor" includes Trustor's heirs, executors, administrators, and assigns. The trustee is **SCOTT R VALBY** ("Trustee"). Trustee's address is **1700 WEST LOOP SOUTH, SUITE 200, HOUSTON, TX 77027**. The beneficiary is **Mortgage Electronic Registration Systems Inc. ("MERS")**, which is organized and existing under the laws of **Delaware**, and whose address is **P.O. Box 2026, Flint, MI 48501-2026**, telephone **(888) 679-MERS**. South River Mortgage, LLC is organized and existing under the laws of **United States of America**, and has an address of **1750 Forest Drive, Suite 195, Annapolis, MD 21401** ("Lender"). Borrower has agreed to repay to Lender amounts which Lender is

obligated to advance, including future advances, under the terms of a Home Equity Conversion Mortgage Adjustable Rate Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Adjustable-Rate Note dated the same date as this Security Instrument ("Note"). **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: (a) the repayment of the debt evidenced by the Note, with interest at a rate subject to adjustment (interest), and all renewals, extensions and modifications of the Note, up to a maximum principal amount of **Seven Hundred Ninety Five Thousand Dollars and Zero Cents** (U.S. \$795,000.00); (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument, advanced under the Loan Agreement, or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument, the Note, and Loan Agreement. For this purpose, Borrower and Trustor irrevocably grant and convey to Trustee, in trust, with power of sale, the following described property located in **JOHNSON County, TEXAS:**

See legal description as Exhibit A attached hereto and made a part hereof for all intents and purposes

which has the address of

11237 GARY AVENUE, CROWLEY, Texas 76036, ("Property Address")

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

BORROWER AND TRUSTOR COVENANT that each is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered. Borrower and Trustor warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

UNIFORM COVENANT. Borrower, Trustor and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest.** Borrower shall pay when due the principal of **\$795,000.00**, and interest on, the debt evidenced by the Note.
- 2. Payment of Property Charges.** Borrower shall pay all Property Charges in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges as provided for and in accordance with the Loan Agreement.

3. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including, but not limited to, fire and flood, for which Lender requires insurance. Such insurance shall be maintained in the amounts, and for the periods that Lender requires; Lender has the discretion to increase or decrease the amount of any insurance required at any time provided the amount is equal to or greater than any minimum required by the Federal Housing Commissioner ("Commissioner"). Whether or not Lender imposes a flood insurance requirement, Borrower shall at a minimum insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Commissioner. If the Lender imposes insurance requirements, all insurance shall be carried with companies approved by Lender, and the insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument (as described in Paragraph 15) held by the Commissioner on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's Principal Residence after the execution of this Security Instrument and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's Principal Residence for the term of this Security Instrument.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower committed actual fraud in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a Principal Residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. Borrower will not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower will not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 14(C).

If Borrower fails to make these payments or pay the Property Charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect Lender's interest in or the value of the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2. To the extent permitted by Art. XVI, Section 50(p)(5) of the Texas Constitution, Lender may treat the advance of funds advanced pursuant to this Paragraph 5 as a Loan Advance secured by this Security Instrument.

To protect Lender's security in the Property, Borrower authorizes Lender to advance and charge to Borrower all amounts due to the Commissioner for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph and pursuant to this authorization shall become additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower including but not limited to, entering the Property for the purpose of securing or protecting the Property.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation, or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Commissioner on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Commissioner.

9. Non-Borrowing Spouse. Borrower, N/A is married under the laws of Texas to N/A ("Non-Borrowing Spouse"), who is not a Borrower under the terms of the "Note," "Loan Agreement" or this Security Instrument. For purposes of this Security Instrument, a Non-Borrowing Spouse is either:

(A) Eligible Non-Borrowing Spouse - A Non-Borrowing Spouse identified by the Borrower who meets, and continues to meet, the Qualifying Attributes requirements established by the Commissioner and the Lender that the Non-Borrowing Spouse must satisfy in order to be eligible for the Deferral Period; or

(B) Ineligible Non-Borrowing Spouse - A Non-Borrowing Spouse who does not meet the Qualifying Attributes requirements established by the Commissioner and the Lender that the Non-Borrowing Spouse must satisfy in order to be eligible for the Deferral Period.

10. Grounds for Acceleration of Debt.

(A) Due and Payable - Death.

(i) Except as provided in Paragraph 10(A)(ii), Lender may require immediate payment in full of all sums secured by this Security Instrument if a Borrower dies and the Property is not the Principal Residence of at least one surviving Borrower.

(ii) Lender shall defer the Due and Payable requirement under Paragraph 10(A)(i) above for any period of time ("Deferral Period") in which a Non-Borrowing Spouse identified in Paragraph 9 qualifies as an Eligible Non-Borrowing Spouse and certifies all of the following conditions are, and continue to be, met:

- a. Such Eligible Non-Borrowing Spouse remained the spouse of the identified Borrower for the duration of such Borrower's lifetime;
- b. Such Eligible Non-Borrowing Spouse has occupied, and continues to occupy, the Property as [his/her] Principal Residence;
- c. All other obligations of the Borrower under the Note, the Loan Agreement and this Security Instrument continue to be satisfied;
- d. The Note is not eligible to be called due and payable for any other reason; and
- e. If requested by Lender, such Eligible Non-Borrowing Spouse and the Trustor, if different, sign an enforceable agreement suspending the statute of limitations applicable to the enforcement of a real property lien and any other document(s) Lender deems necessary to preserve (I) the priority of Lender's lien on the Property, (II) Lender's right to foreclose the security interest in the Property, and (III) Lender's right to exercise its default remedies available under this Security Instrument and the Note.

As long as a Non-Borrowing Spouse identified in this Security Instrument qualifies as an Eligible Non-Borrowing Spouse and the above listed conditions continue to be met, this Security Instrument will not be deemed to be in breach. However, This sub-paragraph (ii) is inapplicable or null and void if an Eligible Non-Borrowing Spouse is or becomes an Ineligible Non-Borrowing Spouse at any time. Further, during a deferral of the due and payable status, should any of the conditions for deferral cease to be met, such a deferral shall immediately cease and the Note will become immediately due and payable in accordance with the provisions of Paragraph 7 (A)(i) of the Note.

(B) Due and Payable - Sale. Lender may require immediate payment in full of all sums secured by this Security Instrument if all of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property). A deferral of due and payable status is not permitted when a Lender requires immediate payment in full under this Paragraph.

(C) Due and Payable with Commissioner Approval. Except as provided below for Paragraph 10 (C)(i)Lender may require immediate payment in full of all sums secured by this Security

Instrument, upon approval of the Commissioner, if:

- (i) All Borrowers cease occupying the Property for a period of longer than 12 consecutive months without prior written approval from the Lender; or
- (ii) the Borrower:
 - (a) defaults on an obligation specified in the Loan Documents to repair and maintain, pay taxes and assessments on, or insure the Property; or
 - (b) commits actual fraud in connection with the loan; or
 - (c) Borrower fails to maintain the priority of the Lender's lien on the Property, after the Lender gives notice to the Borrower, by promptly discharging any lien that has priority or may obtain priority over the Lender's lien within ten (10) days after the date the Borrower receives the notice. Lender shall not require immediate payment in full if Borrower:
 - (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to the Lender;
 - (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings so as to prevent the enforcement of the lien or forfeiture of any part of the homestead property; or
 - (c) secures from the holder of the lien an agreement satisfactory to the Lender subordinating the lien to all amounts secured by the Lender's lien on the homestead property; or
- (iii) HECM for Purchase loans only; Loan Proceeds were applied towards the purchase of the Property and, the Borrower fails to timely occupy the Property as the Borrower's Principal Residence within sixty (60) days after the extension of credit was made.

A deferral of due and payable status is not permitted when a Lender requires immediate payment in full under Paragraph 10(C), except, if the Borrowers fail to occupy the Property for a period of longer than twelve (12) months because of physical or mental illness and the Property is the Principal Residence of at least one Eligible Non-Borrowing Spouse, Lender shall defer the Due and Payable requirement under sub-Paragraph 10(C)(i) above for any period of time ("Deferral Period") during which a Non-Borrowing Spouse identified in this Security Instrument qualifies as an Eligible Non-Borrowing Spouse and certifies that the Property is and continues to be, such Eligible Non-Borrowing Spouse's Principal Residence. Such Deferral Period, if any, is inapplicable if the Eligible Non-Borrowing Spouse is or becomes an Ineligible Non-Borrowing Spouse at any time. Further, during a deferral of the due and payable status, should any of the conditions for deferral cease to be met, such a deferral shall immediately cease and this Security Instrument will become immediately due and payable.

(D) Notice and Certification to Lender. Borrower shall complete and provide to the Lender on an annual basis a certification, in a form prescribed by the Lender, stating whether the Property remains the Borrower's Principal Residence and, if applicable, the Principal Residence of his or her Non-Borrowing Spouse. Where a Borrower has identified a Non-Borrowing Spouse in Paragraph 9 and the identified Non-Borrowing Spouse qualifies as an Eligible Non-Borrowing

Spouse, the Borrower shall also complete and provide to the Lender on an annual basis an Eligible Non-Borrowing Spouse certification, in a form prescribed by the Lender, certifying that all requirements for the application of a Deferral Period continue to apply and continue to be met. During a Deferral Period, the annual Principal Residence certification must continue to be completed and provided to the Lender by the Eligible Non-Borrowing Spouse. The Borrower shall also notify Lender whenever any of the events listed in Paragraph 10 (B) and (C) occur.

(E) Notice to Commissioner and Borrower. Lender shall notify the Commissioner and Borrower whenever the loan becomes due and payable under Paragraph 10 (B) and (C). Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:

- (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
- (ii) Pay the balance in full; or
- (iii) Sell the Property for the lesser of the balance or ninety-five percent (95%) of the appraised value and apply the net proceeds of the sale toward the balance; or
- (iv) Provide the Lender with a deed-in-lieu of foreclosure.

(F) Notice to Commissioner and Eligible Non-Borrowing Spouse. Lender shall notify the Commissioner and any Eligible Non-Borrowing Spouse whenever any event listed in Paragraph 10 (B) and (C) occurs during a Deferral Period.

(G) Trusts. Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Commissioner, and applicable Texas law such that the Property continues to be homestead property or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 10. A trust shall not be considered an occupant or be considered as having a Principal Residence for purposes of this Paragraph 10.

11. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if this Security Instrument is foreclosed. If this Security Instrument is assigned to the Commissioner upon demand by the Commissioner, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

12. Reinstatement by Borrower. Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding shall be added to the Principal Balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two (2) years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

13. Deferral Period Reinstatement. If a Deferral Period ceases or becomes unavailable because a Non-Borrowing Spouse no longer satisfies the Qualifying Attributes for a Deferral Period and has become an Ineligible Non-Borrowing Spouse, neither the Deferral Period nor the Security Instrument may be reinstated. In the event a Deferral Period ceases because an obligation of the Note, the Loan Agreement, or this Security Instrument has not been met or the Note has become eligible to be called due and payable and is in default for a reason other than death, an Eligible Non-Borrowing Spouse may have a Deferral Period and this Security Instrument reinstated provided that the condition which resulted in the Deferral Period ceasing is corrected within thirty (30) days. A Lender may require the Eligible Non-Borrowing Spouse to pay for foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding, such costs may not be added to the Principal Balance. Upon reinstatement by an Eligible Non-Borrowing Spouse, the Deferral Period and this Security Instrument and the obligations that it secures shall remain in effect as if the Deferral Period had not ceased and the Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i)the Lender has accepted a reinstatement of either the Deferral Period or this Security Instrument within the past two (2) years immediately preceding the current notification to the Eligible Non-Borrowing Spouse that the mortgage is due and payable; (ii) reinstatement of either the Deferral Period or this Security Instrument will preclude foreclosure in the future, or (iii) reinstatement of either the Deferral Period or Security Instrument will adversely affect the priority of this Security Instrument.

14. Lien Status.

(A) Modification.

Borrower and Trustor agree to extend this Security Instrument in accordance with this Paragraph 14(A). If Lender determines that the original lien status of this Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by this Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 15(A) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower and Trustor to execute any documents necessary to protect the lien status of future loan advances. Borrower and Trustor agree to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(B) Tax Deferral Programs.

Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(C) Prior Liens.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

15. Relationship to Second Security Instrument.

(A) Second Security Instrument. In order to secure payments which the Commissioner may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Commissioner has required Borrower to execute a Second Note and a Second Security Instrument on the Property.

(B) Relationship of First and Second Security Instruments. Payments made by the Commissioner shall not be included in the debt under the Note unless:

- (i) This Security Instrument is assigned to the Commissioner; or
- (ii) The Commissioner accepts reimbursement by the Lender for all payments made by the Commissioner.

If the circumstances described in (i) or (ii) occur, then all payments by the Commissioner, including interest on the payments, but excluding late charges paid by the Commissioner, shall be included in the debt under the Note.

(C) Effect on Borrower. Where there is no assignment or reimbursement as described in (B)(i) or (ii) and the Commissioner makes payments to Borrower, then Borrower shall not:

- (i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 23 to Lender or a receiver of the Property, until the Commissioner has required payment-in-full of all outstanding principal and accrued interest under the Second Note; or
- (ii) Be obligated to pay interest or shared appreciation under the Note at any time, whether accrued before or after the payments by the Commissioner, and whether or not accrued interest has been included in the principal balance under the Note.

(D) No Duty of the Commissioner. The Commissioner has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 15.

16. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

17. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Commissioner and applicable Texas law such that the Property continues to be homestead property. Borrower's covenants and agreements shall be joint and several. However, any person who co-signs this Security Instrument but does not sign the Note is co-signing this Security Instrument only to grant and convey the co-signer's interest in the Property under the terms of this Security Instrument and is not personally obligated to pay the sums secured by this Security Instrument.

Notwithstanding anything to the contrary herein, upon the death of the last surviving Borrower, the Borrower's successors and assigns will be bound to perform Borrower's obligations under this Security Instrument.

18. Notices. Any notice to Borrower or Trustor provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Notices to Trustor shall be given at the address provided by Trustor to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice to a Non-Borrowing Spouse provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower, Lender, Trustor or Non-Borrowing Spouse when given as provided in this Paragraph 18.

19. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

20. Borrower and Trustor's Copy. Borrower shall be given one conformed copy of the Note and this Security Instrument, and Trustor shall be given one conformed copy of this Security Instrument.

21. Third-Party Beneficiary. Except as set forth in Paragraph 10(A)(ii) and only for an Eligible Non-Borrowing Spouse, this Security Instrument does not and is not intended to confer any rights or remedies upon any person other than the parties. Borrower agrees that it is not a third-party beneficiary to the Contract of Insurance between HUD and the Lender.

22. Capitalized Terms. Capitalized terms not defined in this Security Instrument shall have the meanings ascribed to them in the Loan Agreement.

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

23. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents.

However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

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

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

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

24. Foreclosure Procedure. If Lender requires immediate payment-in-full under Paragraph 10, Lender may invoke the power of sale. Except as otherwise provided herein, Borrower hereby waives any notice, demand, presentment, notice of non-payment or nonperformance, protest, notice of protest, notice of intent to accelerate, notice of acceleration, or any other notice or any other action. The failure to exercise any remedy available to Lender shall not be deemed to be a waiver of any rights or remedies of Lender under the Note, this Security Instrument or the Loan Agreement. As permitted by applicable law, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 24, including, but not limited to, reasonable attorneys' fees and costs of title evidence. For the purposes of this Paragraph 24, the term "Lender" includes any holder of the Note who is entitled to receive payments under the Note.

If Lender invokes the power of sale, Lender or Trustee shall give notice of the time, place and terms of sale by posting and filing the notice at least 21 days prior to sale as provided by applicable law. Lender shall mail a copy of the notice to Borrower in the manner prescribed by applicable law. Sale shall be made at public venue. The sale must begin at the time stated in the notice of sale or not later than three hours after that time and between the hours of 10 a.m. and 4 p.m. on the first Tuesday of the month. 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.

25. Foreclosure; Power of Sale. It is the express intention of Lender and Borrower that Lender shall have a fully enforceable lien on the Property. It is also the express intention of Lender and Borrower that Lender's default remedies shall include the most expeditious means of foreclosure available by applicable law, including, without limitation, foreclosure under a power of sale. Lender shall follow any rules of civil procedure promulgated by the Texas Supreme Court related to the foreclosure of liens under Section 50(a)(7), Article XVI of the Texas Constitution, if applicable.

Lender may request Trustee to proceed with foreclosure under the power of sale. Any such request shall comply with such rules of civil procedure if they apply. Trustee is hereby authorized and

empowered, and it shall be Trustee's special duty, upon such request of Lender, to sell the Property, or any part thereof, at public auction to the highest bidder for cash, in one or more parcels and in any order Trustee determines, with or without having taken possession of same. Any such sale (including notice thereof) shall comply with the applicable requirements, at the time of the sale, of Section 51.002 of the Texas Property Code or, if and to the extent such statute is not then in force, with the applicable requirements, at the time of the sale, of the successor statute or statutes, if any, governing sales of Texas real property under powers of sale conferred by deeds of trust. If there is no statute in force at the time of the sale governing sales of Texas real property under powers of sale conferred by deeds of trust, such sale shall comply with applicable law, at the time of the sale, governing sales of Texas real property under powers of sale conferred by deeds of trust.

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

If the Property is sold pursuant to this Paragraph 25, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be tenants at sufferance and may be removed by writ of possession.

If the Lender's interest in this Security Instrument is held by the Commissioner and the Commissioner requires immediate payment in full under Paragraph 10, to the extent permitted by Texas law, the Commissioner may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure Commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Commissioner of any rights otherwise available to a Lender under this Paragraph 25 or applicable law.

26. Lien Priority. The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose.

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

28. Substitute Trustee; Trustee Liability. All rights, remedies and duties of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting alone or together. Lender, at its option and with or without cause, may from time to time, by power of attorney or

otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any trustee without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by applicable law.

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

29. Subrogation. Any of the proceeds of the Note used to take up outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property. Lender shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

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

31. Adjustable-Rate Feature. Under the Note, the initial stated interest rate of **8.210%** which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year ("Index") plus a margin. The Index is published in the Federal Reserve Bulletin and made available by the United States Treasury Department in Statistical Release H.15 (519). If the Index is no longer available, Lender will be required to use any index prescribed by the Commissioner. Lender will give Borrower notice of new index.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on **December 1, 2023** and **on the first day of each succeeding month**. "Change Date" means each date in which the interest rate could change.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index, then rounded to the nearest one-eighth of one percentage point (0.125%). This rounded sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

The Calculated Interest Rate will never increase above **13.210%**

The Calculated Interest Rate will be adjusted if necessary to comply with the rate limitation(s) described above and will be in effect until the next Change Date. At any change date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

32. Obligatory Loan Advances. Lender's responsibility to make Loan Advances under the terms of the Loan Agreement, including Loan Advances of principal to Borrower as well as Loan Advances for interest, monthly insurance premiums ("MIP"), Servicing Fees, and other charges shall be obligatory.

33. Compliance with Section 50(v), Article XVI of the Texas Constitution. Lender and Borrower agree that (a) the Borrower cannot use a credit card, debit card, preprinted solicitation check, or similar device to obtain an advance; (b) after the time the extension of credit is established, no transaction fee will be charged or collected solely in connection with any debit or advance; and (c) the Lender or holder may not unilaterally amend the extension of credit.

34. Forfeiture by Lender. If Lender fails to make Loan Advances as required by the Loan Documents and Lender fails to cure the default after notice from the Borrower, Lender forfeits all principal and interest due on this Security Instrument, provided that this forfeiture does not apply when this Security Instrument is assigned to the Commissioner in order to cure the default. It is the express intention of Lender and Borrower to structure this reverse mortgage loan to conform to the provisions of the Texas Constitution applicable to reverse mortgage loans as defined by Section 50(a)(7), Article XVI of the Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation or provision of the Note, the Loan Agreement, this Security Instrument or any other loan document involving this reverse mortgage transcends the limit of validity prescribed by applicable law, then any promise, payment, obligation or provision shall be reduced to the limit of such validity, or eliminated as a requirement if necessary for compliance with such law, and such document shall be reformed without the necessity of the execution of any new amendment or new document.

35. Riders to this Security Instrument. If one or more riders are executed by Borrower and Trustor, and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

Condominium Rider

Planned Unit Development Rider

Other [Specify]

36 . Nominee Capacity of MERS. MERS serves as beneficiary of record and secured party solely as nominee for Lender and its successors and assigns and holds legal title to the interests granted, assigned, and transferred herein. All payments or deposits with respect to the Secured Obligations shall be made to Lender, all advances under the Loan Documents shall be made by Lender, and all consents, approvals, or other determinations required or permitted of Beneficiary herein shall be made by Lender. MERS shall at all times comply with the instructions of Lender and its successors and assigns. If necessary to comply with law or custom, MERS (for the benefit of Lender and its successors and assigns) may be directed by Lender to exercise any or all of those interests, including without limitation, the right to foreclose and sell the Property, and take any action required of Lender, including without limitation, a release, discharge or reconveyance of this Security Instrument.

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

X Martin C Gonzalez (SEAL)
MARTIN C GONZALEZ

10-4-23
Date

X Blanca D Gonzalez (SEAL)
BLANCA D GONZALEZ

10-4-23
Date

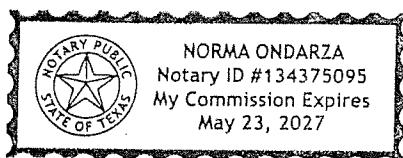
[Space Below This Line For Acknowledgment]

State of TEXAS

County of Johnson

This instrument was acknowledged before me on Oct. 4, 2023, by

Norma Ondarza



Norma Ondarza
Notary Public

My Commission Expires:

05/23/27

05/27/23

Loan Originator Organization

Mortgage Loan Originator Organization: **South River Mortgage, LLC**

Nationwide Mortgage Licensing system and Registry Identification Number: **1854524**

Individual Loan Originator

Mortgage Loan Originator: **James Nixon**

Nationwide Mortgage Licensing system and Registry Identification Number: **2076180**

Lender Organization

Lender: **South River Mortgage, LLC**

Nationwide Mortgage Licensing system and Registry Identification Number: **1854524**

EXHIBIT A

Exhibit A to the Security Instrument made on **October 4, 2023**, by **MARTIN C GONZALEZ AND BLANCA D GONZALEZ, HUSBAND AND WIFE** ("Borrower") to **Mortgage Electronic Registration Systems, Inc.** ("MERS") ("Beneficiary"). The Property is located in the county of **JOHNSON**, state of Texas, described as follows:

Description of Property

SEE ATTACHED EXHIBIT "A"

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF TARRANT, STATE OF TEXAS, AND IS DESCRIBED AS FOLLOWS:

THE FOLLOWING DESCRIBED PROPERTY IN THE COUNTY OF JOHNSON, STATE OF TEXAS, TO-WIT:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN JOHNSON COUNTY, TEXAS AND BEING PART OF THE J. W. DOGGETT SURVEY, PATENT 25, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE J. W. DOGGETT SURVEY;

THENCE EAST 2598.94 FEET TO THE PLACE OF BEGINNING;

THENCE EAST 521.64 FEET TO AN IRON PIN IN THE CENTER LINE OF A 60.0 FOOT ROAD EASEMENT;

THENCE SOUTH 0 DEGREES 50 MINUTES EAST 335.26 FEET ALONG THE CENTER LINE OF SAID EASEMENT TO AN IRON PIN FOR CORNER;

THENCE WEST 521.64 FEET TO AN IRON PIN FOR CORNER;

THENCE NORTH 0 DEGREES 50 MINUTES WEST 335.26 FEET TO THE PLACE OF BEGINNING AND CONTAINING 4.01 ACRES OF LAND MORE OR LESS. SAVE AND EXCEPT THE PORTION OF LAND CONTAINED IN ROAD EASEMENT OFF THE EAST SIDE OF LOT.

SUCH PROPERTY HAVING BEEN LATER PLATTED AND DEDICATED AS FOLLOWS:

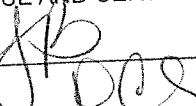
TRACT 23, BLOCK C, IN CROWLEY TWO ACRES, JOHNSON COUNTY, TEXAS, ACCORDING TO THE MAP AND PLAT RECORDS IN JOHNSON COUNTY, TEXAS.

TITLE TO THE ABOVE REFERENCED PROPERTY CONVEYED TO MARTIN C. GONZALEZ AND BLANCA D. GONZALEZ FROM NOBLE D. HENSLEE AND JUANITA MAE HENSLEE AND RECORDED ON OCTOBER 24, 1995 IN BOOK 1912 0350, PAGE .

Parcel ID: 126.3460.00810

Property Commonly Known as: 11237 Gary Avenue, Crowley, TX 76036

THIS IS A TRUE AND CERTIFIED COPY

BY: 

TITLE: _____

When Recorded Mail To:
South River Mortgage, LLC
1750 Forest Drive, Suite 195
Annapolis, MD 21401

[Space Above This Line For Recording Data]

State of TEXAS

FHA Case No. 513-2669257-962
Loan No. 4661496
MIN: 1016276-0005000509-5

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.

ADJUSTABLE RATE TEXAS HOME EQUITY CONVERSION SECOND DEED OF TRUST

This Deed of Trust secures a reverse mortgage extension of credit as authorized by Art. XVI, Section 50(a)(7) of the Texas Constitution

THIS DEED OF TRUST ("Security Instrument" or "Second Security Instrument") is made on October 4, 2023. The grantor is MARTIN C GONZALEZ AND BLANCA D GONZALEZ, HUSBAND AND WIFE, whose address is 11237 GARY AVENUE, CROWLEY, Texas 76036 ("Borrower"). Borrower is a trustor who is an original borrower under the Loan Agreement and Note. The term "Borrower" does not include the Borrower's successors and assigns. Trustor is an original trustor under this Security Instrument. The term "Trustor" includes Trustor's heirs, executors, administrators, and assigns. The trustee is the SENIOR OFFICIAL WITH RESPONSIBILITY FOR SINGLE FAMILY MORTGAGE INSURANCE PROGRAMS IN THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FIELD OFFICE WITH JURISDICTION OVER THE PROPERTY DESCRIBED BELOW, OR A DESIGNEE OF THAT OFFICIAL ("Trustee"). The beneficiary is the Federal Housing Commissioner, whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender" or "Commissioner"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion

Mortgage Adjustable Rate Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Adjustable-Rate Second Note dated the same date as this Security Instrument ("Second Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Second Note, with interest at a rate subject to adjustment (interest), and all renewals, extensions and modifications of the Note, up to a maximum principal amount of **Seven Hundred Ninety Five Thousand Dollars and Zero Cents** (U.S. \$795,000.00); (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument, advanced under the Loan Agreement, or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument, the Second Note and Loan Agreement. For this purpose, Borrower and Trustor irrevocably grant and convey to Trustee, in trust, with power of sale, the following described property located in **JOHNSON** County, TEXAS:

See legal description as Exhibit A attached hereto and made a part hereof for all intents and purposes

which has the address of
11237 GARY AVENUE, CROWLEY, Texas 76036, ("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER AND TRUSTOR COVENANT that each is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is only encumbered by a First Security Instrument given by Borrower and dated the same date as this Security Instrument ("First Security Instrument"). Borrower and Trustor warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

- 1. Payment of Principal and Interest.** Borrower shall pay when due the principal of \$795,000.00, and interest on, the debt evidenced by the Second Note.
- 2. Payment of Property Charges.** Borrower shall pay all Property Charges in a timely manner and shall provide evidence of payment to Lender, unless Lender pays property charges as provided for and in accordance with the Loan Agreement.
- 3. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including, but not limited to, fire and flood, for which Lender requires insurance. Such insurance shall be maintained in the amounts, and for the periods that Lender requires; Lender has the discretion to increase or decrease the amount of any insurance required at any time provided the amount is equal to or greater than any minimum required by the Commissioner. Whether or not Lender imposes a flood insurance requirement, Borrower shall at a minimum insure all improvements on the Property, whether

now in existence or subsequently erected, against loss by floods to the extent required by the Commissioner. If the Lender imposes insurance requirements, all insurance shall be carried with companies approved by Lender, and the insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender, instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under the Second Note and this Security Instrument and then to the reduction of the indebtedness under the First Note and First Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Second Note and this Security Instrument and the First Note and the First Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's Principal Residence after the execution of this Security Instrument and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's Principal Residence for the term of this Security Instrument.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower committed actual fraud in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a Principal Residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. Borrower will not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower will not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 14(C).

If Borrower fails to make these payments or pay the Property Charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect Lender's interest in or the value of the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2. To the extent permitted by Art. XVI,

Section 50(p)(5) of the Texas Constitution, Lender may treat the advance of funds advanced pursuant to this Paragraph 5 as a Loan Advance secured by this Security Instrument.

To protect Lender's security in the Property, Borrower authorizes Lender to advance and charge to Borrower all amounts due to the Commissioner for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph and pursuant to this authorization shall become additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower including, but not limited to, entering the Property for the purpose of securing or protecting the Property.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under the Second Note and this Security Instrument, and then to the reduction of the indebtedness under the First Note and First Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Second Note and this Security Instrument and the First Note and First Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Commissioner.

9. Non-Borrowing Spouse. Borrower, N/A is married under the laws of Texas to N/A ("Non-Borrowing Spouse"), who is not a Borrower under the terms of the "Second Note," "Loan Agreement" or this Security Instrument. For purposes of this Security Instrument, a Non-Borrowing Spouse is either:

(A) Eligible Non-Borrowing Spouse - A Non-Borrowing Spouse identified by the Borrower who meets, and continues to meet, the Qualifying Attributes requirements established by the Commissioner and the Lender that the Non-Borrowing Spouse must satisfy in order to be eligible for the Deferral Period (as defined below); or

(B) Ineligible Non-Borrowing Spouse - A Non-Borrowing Spouse who does not meet the Qualifying Attributes requirements established by the Commissioner and the Lender that the Non-Borrowing Spouse must satisfy in order to be eligible for the Deferral Period (as defined below).

10. Grounds for Acceleration of Debt.

(A) Due and Payable - Death.

(i) Except as provided in Paragraph 10(A)(ii), Lender may require immediate payment in full of all sums secured by this Security Instrument if a Borrower dies and the Property is not the Principal Residence of at least one surviving Borrower.

(ii) Lender shall defer the Due and Payable requirement under Paragraph 10(A)(i) above for any period of time ("Deferral Period") in which a Non-Borrowing Spouse identified in Paragraph 9 qualifies as an Eligible Non-Borrowing Spouse and certifies all of the following conditions are, and continue to be, met:

- a. Such Eligible Non-Borrowing Spouse remained the spouse of the identified Borrower for the duration of such Borrower's lifetime;
- b. Such Eligible Non-Borrowing Spouse has occupied, and continues to occupy, the Property as [his/her] Principal Residence;
- c. All other obligations of the Borrower under the Note, the Loan Agreement and this Security Instrument continue to be satisfied;
- d. The Note is not eligible to be called due and payable for any other reason; and
- e. If requested by Lender, such Eligible Non-Borrowing Spouse and the Trustor, if different, sign an enforceable agreement suspending the statute of limitations applicable to the enforcement of a real property lien and any other document(s) Lender deems necessary to preserve (I) the priority of Lender's lien on the Property, (II) Lender's right to foreclose the security interest in the Property, and (III) Lender's right to exercise its default remedies available under this Security Instrument and the Note.

As long as a Non-Borrowing Spouse identified in this Security Instrument qualifies as an Eligible Non-Borrowing Spouse and the above listed conditions continue to be met, this Security Instrument will not be deemed to be in breach. However, this sub paragraph (ii) is inapplicable if an Eligible Non-Borrowing Spouse is or becomes an Ineligible Non-Borrowing Spouse at any time. Further, during a deferral of the due and payable status, should any of the conditions for deferral cease to be met, such a deferral shall immediately cease and the Note will become immediately due and payable in accordance with the provisions of Paragraph 7(A)(i) of the Note.

(B) Due and Payable Sale. Lender may require immediate payment in full of all sums secured by this Security Instrument if all of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property). A deferral of due and payable status is not permitted when a Lender requires immediate payment in full under this Paragraph 10(B).

(C) Due and Payable with Commissioner Approval. Except as provided below for Paragraph 10(C)(i), Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval of the Commissioner, if:

- (i) All Borrowers cease occupying the Property for a period of longer than 12 consecutive months without prior written approval from the Lender; or
- (ii) Borrower:
 - (a) defaults on an obligation specified in the Loan Documents to repair and maintain, pay

- taxes and assessments on, or insure the Property; or
- (b) commits actual fraud in connection with the loan; or
- (c) Borrower fails to maintain the priority of the Lender's lien on the Property, after the Lender gives notice to the Borrower, by promptly discharging any lien that has priority or may obtain priority over the Lender's lien within 10 days after the date the Borrower receives the notice Lender shall not require immediate payment in full if Borrower:
 - (a)agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to the Lender;
 - (b)contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings so as to prevent the enforcement of the lien or forfeiture of any part of the Property; or
 - (c) secures from the holder of the lien an agreement satisfactory to the Lender subordinating the lien to all amounts secured by the Lender's lien on the Property; or
- (iii) HECM For purchase loans only: Loan Proceeds were applied towards the purchase of the Property and, the Borrower fails to occupy the homestead property as the Borrower's Principal Residence within sixty (60) days after the extension of credit was made.

A deferral of due and payable status is not permitted when a Lender requires immediate payment in full under this Paragraph 10(C), except, if the Borrowers fail to occupy the Property for a period of longer than twelve (12) months because of physical or mental illness and the Property is the Principal Residence of at least one Eligible Non-Borrowing Spouse, Lender shall defer the Due and Payable requirement under sub-Paragraph 10(C)(i) above for any period of time ("Deferral Period") during which a Non-Borrowing Spouse identified in this Security Instrument qualifies as an Eligible Non-Borrowing Spouse and certifies that the Property is and continues to be, such Eligible Non-Borrowing Spouse's Principal Residence. Such Deferral Period, if any, is inapplicable if the Eligible Non-Borrowing Spouse is or becomes an Ineligible Non-Borrowing Spouse at any time. Further, during a deferral of the due and payable status, should any of the conditions for deferral cease to be met, such a deferral shall immediately cease and this Security Instrument will become immediately due and payable.

(D) Notice and Certification to Lender. Borrower shall complete and provide to the Lender on an annual basis a certification, in a form prescribed by the Lender, stating whether the Property remains the Borrower's Principal Residence and, if applicable, the Principal Residence of his or her Non-Borrowing Spouse. Where a Borrower has identified a Non-Borrowing Spouse in Paragraph 9 and the identified Non-Borrowing Spouse qualifies as an Eligible Non-Borrowing Spouse, the Borrower shall also complete and provide to the Lender on an annual basis an Eligible Non-Borrowing Spouse certification, in a form prescribed by the Lender, certifying that all requirements for the application of a Deferral Period continue to apply and continue to be met. During a Deferral Period, the annual Principal Residence certification must continue to be completed and provided to the Lender by the Eligible Non-Borrowing Spouse. The Borrower shall also notify Lender whenever any of the events listed in Paragraph 10 (B) and (C) occur.

(E) Notice to Borrower. Lender shall notify Borrower whenever the loan becomes due and payable under Paragraph 10 (B) and (C). Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:

- (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
- (ii) Pay the balance in full; or
- (iii) Sell the Property for the lesser of the balance or ninety-five percent (95%) of the appraised value and apply the net proceeds of the sale toward the balance; or
- (iv) Provide the Lender with a deed-in-lieu of foreclosure.

(F) Notice to Commissioner and Eligible Non-Borrowing Spouse. Lender shall notify the Commissioner and any Non-Borrowing Spouse identified in Paragraph 9 who qualifies as an Eligible Non-Borrowing Spouse whenever any event listed in Paragraph 10 (B) and (C) occurs during a Deferral Period.

(G) Trusts. Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Commissioner and applicable Texas Law such that property continues to be homestead property, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 10. A trust shall not be considered an occupant or be considered as having a Principal Residence for purposes of this Paragraph 10.

11. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed.

12. Reinstatement by Borrower. Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding shall be added to the Principal Balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two (2) years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

13. Deferral Period Reinstate. If a Deferral Period ceases or becomes unavailable because a Non-Borrowing Spouse no longer satisfies the Qualifying Attributes for a Deferral Period and has become an Ineligible Non-Borrowing Spouse, neither the Deferral Period nor the Security Instrument may be reinstated. In the event a Deferral Period ceases because an obligation of the Note, the Loan Agreement, or this Security Instrument has not been met or the Note has become eligible to be called due and payable and is in default for a reason other than death, an Eligible Non-Borrowing Spouse may have a Deferral Period and this Security Instrument reinstated provided that the condition which resulted in the Deferral Period ceasing is corrected within thirty (30) days. A Lender may require the Eligible Non-Borrowing Spouse to pay for foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding, such costs may not be added to the Principal Balance. Upon reinstatement by an Eligible Non-Borrowing Spouse, the Deferral Period and

this Security Instrument and the obligations that it secures shall remain in effect as if the Deferral Period had not ceased and the Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) the Lender has accepted a reinstatement of either the Deferral Period or this Security Instrument within the past two (2) years immediately preceding the current notification to the Eligible Non-Borrowing Spouse that the mortgage is due and payable; (ii) reinstatement of either the Deferral Period or this Security Instrument will preclude foreclosure in the future, or (iii) reinstatement of either the Deferral Period or Security Instrument will adversely affect the priority of this Security Instrument.

14. Lien Status.

(A) Modification.

Borrower and Trustor agree to extend this Security Instrument in accordance with this Paragraph 14(A). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except the First Security Instrument described in Paragraph 15(A), this Second Security Instrument and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower and Trustor to execute any documents necessary to protect the lien status of future loan advances. Borrower and Trustor agree to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(B) Tax Deferral Programs.

Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(C) Prior Liens.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

15. Relationship to First Security Instrument.

(A) Second Security Instrument. In order to secure payments which the Commissioner may

make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Commissioner has required Borrower to execute a Second Note and this Second Security Instrument. Borrower also has executed a First Note and First Security Instrument on the Property.

(B) Relationship of First and Second Security Instruments. Payments made by the Commissioner shall not be included in the debt under the First Note unless:

- (i) The First Security Instrument is assigned to the Commissioner ; or
- (ii) The Commissioner accepts reimbursement by the holder of the First Note for all payments made by Commissioner .

If the circumstances described in (i) or (ii) occur, then all payments by the Commissioner, including interest on the payments but excluding late charges paid by the Commissioner, shall be included in the debt under the First Note.

(C) Effect on Borrower. Where there is no assignment or reimbursement as described in (B)(i) or (ii) and the Commissioner makes payments to Borrower, then Borrower shall not:

- (i) Be required to pay amounts owed under the First Note, or pay any rents and revenues of the Property under Paragraph 24 to the holder of the First Note or a receiver of the Property, until the Commissioner has required payment-in-full of all outstanding principal and accrued interest under the Second Note; or
- (ii) Be obligated to pay interest or shared appreciation under the First Note at any time, whether accrued before or after the payments by the Commissioner , and whether or not accrued interest has been included in the Principal Balance under the First Note.

(D) No Duty of the Commissioner . The Commissioner has no duty to the holder of the First Note to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though the holder of the First Note may be unable to collect amounts owed under the First Note because of restrictions in this Paragraph 15.

16. Restrictions on Enforcement. Notwithstanding anything else in this Security Instrument, the Borrower shall not be obligated to comply with the covenants hereof, and Paragraph 24 shall have no force and effect, whenever there is no outstanding balance under the Second Note.

17. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

18. Successors and Assigns Bound; Joint and Several Liability. Borrower may not assign any rights or obligations under this Security Instrument or the Second Note, except to a trust that meets the requirements of the Commissioner. Borrower's covenants and agreements shall be joint and several. However, any person who co-signs this Security Instrument but does not sign the Note is co-signing this Security Instrument only to grant and convey the co-signer's interest in the Property under the terms of this Security Instrument and is not personally obligated to pay the sums secured by this Security Instrument.

Notwithstanding anything to the contrary herein, upon the death of the last surviving Borrower, the

Borrower's successors and assigns will be bound to perform Borrower's obligations under this Security Instrument.

19. Notices. Any notice to Borrower or Trustor provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Notices to Trustor shall be given at the address provided by Trustor to the holder of the First Note. Any notice to the Commissioner shall be given by first class mail to the HUD Field Office with jurisdiction over the Property or any other address designated by the Commissioner . Any notice to a Non-Borrowing Spouse provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower, Lender, Trustor, or Non-Borrowing Spouse when given as provided in this Paragraph 19.

20. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Second Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Second Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Second Note are declared to be severable.

21. Borrower's and Trustor's Copy. Borrower shall be given one conformed copy of the Note and this Security Instrument, and Trustor shall be given one conformed copy of this Security Instrument.

22. Third-Party Beneficiary. Except as set forth in Paragraph 10(A)(ii) and only for an Eligible Non-Borrowing Spouse, this Security Instrument does not and is not intended to confer any rights or remedies upon any person other than the parties. Borrower agrees that it is not a third-party beneficiary to the Contract of Insurance between HUD and the holder of the First Note.

23. Capitalized Terms. Capitalized terms not defined in this Security Instrument shall have the meanings ascribed to them in the Loan Agreement.

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

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

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

Borrower has not executed any prior assignment of the rents and has not and will not perform any act

that would prevent Lender from exercising its rights under this Paragraph 24, except as provided in the First Security Instrument.

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

25. Foreclosure Procedure. If Lender requires immediate payment-in-full under Paragraph 10, Lender may invoke the power of sale. Except as otherwise provided herein, Borrower hereby waives any notice, demand, presentment, notice of non-payment or nonperformance, protest, notice of protest, notice of intent to accelerate, notice of acceleration, or any other notice or any other action. The failure to exercise any remedy available to Lender shall not be deemed to be a waiver of any rights or remedies of Lender under the Note, this Security Instrument or the Loan Agreement. As permitted by applicable law, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 25, including, but not limited to, reasonable attorneys' fees and costs of title evidence. For the purposes of this Paragraph 25, the term "Lender" includes any holder of the Note who is entitled to receive payments under the Note.

If Lender invokes the power of sale, Lender or Trustee shall give notice of the time, place and terms of sale by posting and filing the notice at least 21 days prior to sale as provided by applicable law. Lender shall mail a copy of the notice to Borrower in the manner prescribed by applicable law. Sale shall be made at public venue. The sale must begin at the time stated in the notice of sale or not later than three hours after that time and between the hours of 10 a.m. and 4 p.m. on the first Tuesday of the month. 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.

26. Foreclosure; Power of Sale. It is the express intention of Lender and Borrower that Lender shall have a fully enforceable lien on the Property. It is also the express intention of Lender and Borrower that Lender's default remedies shall include the most expeditious means of foreclosure available by applicable law, including, without limitation, foreclosure under a power of sale. Lender shall follow any rules of civil procedure promulgated by the Texas Supreme Court related to the foreclosure of liens under Section 50(a)(7), Article XVI of the Texas Constitution, if applicable.

Lender may request Trustee to proceed with foreclosure under the power of sale. Any such request shall comply with such rules of civil procedure if they apply. Trustee is hereby authorized and empowered, and it shall be Trustee's special duty, upon such request of Lender, to sell the Property, or any part thereof, at public auction to the highest bidder for cash, in one or more parcels and in any order Trustee determines, with or without having taken possession of same. Any such sale (including notice thereof) shall comply with the applicable requirements, at the time of the sale, of Section 51.002 of the Texas Property Code or, if and to the extent such statute is not then in force, with the applicable requirements, at the time of the sale, of the successor statute or statutes, if any, governing sales of Texas real property under powers of sale conferred by deeds of trust. If there is no statute in force at the time of the sale governing sales of Texas real property under powers of sale conferred by deeds of trust, such sale shall comply with applicable law, at the time of the sale, governing sales of Texas real property under powers of sale conferred by

deeds of trust.

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

If the Property is sold pursuant to this Paragraph 26, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be tenants at sufferance and may be removed by writ of possession.

If the Lender's interest in this Security Instrument is held by the Commissioner and the Commissioner requires immediate payment in full under Paragraph 10, to the extent permitted by Texas law, the Commissioner may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Commissioner of any rights otherwise available to a Lender under this Paragraph 26 or applicable law.

27. Lien Priority. The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose.

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

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, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any trustee without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property, the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon the Trustee herein and by applicable law.

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

30. Subrogation. Any of the proceeds of the Note used to take up outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property. Lender shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

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

32. Adjustable Rate Feature. Under the Note, the initial stated interest rate of **8.210%** which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year ("Index") plus a margin. The Index is published in the Federal Reserve Bulletin and made available by the United States Treasury Department in Statistical Release H.15 (519). If the Index is no longer available, Lender will be required to use any index prescribed by the Commissioner. Lender will give Borrower notice of new index.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on **December 1, 2023** and on the first day of each succeeding month. "Change Date" means each date in which the interest rate could change.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index, then rounded to the nearest one-eighth of one percentage point (0.125%). This rounded sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

The Calculated Interest Rate will never increase above **13.210%**

The Calculated Interest Rate will be adjusted if necessary to comply with the rate limitation(s) described

above and will be in effect until the next Change Date. At any change date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

33. Obligatory Loan Advances. Lender's responsibility to make Loan Advances under the terms of the Loan Agreement, including Loan Advances of principal to Borrower as well as Loan Advances for interest, mortgage insurance premiums ("MIP"), Servicing Fees, and other charges, shall be obligatory.

34. Compliance with Section 50(v), Article XVI of the Texas Constitution. Lender and Borrower agree that (a) the Borrower cannot use a credit card, debit card, preprinted solicitation check, or similar device to obtain an advance; (b) after the time the extension of credit is established, no transaction fee will be charged or collected solely in connection with any debit or advance; and (c) the Lender or holder may not unilaterally amend the extension of credit.

35. Forfeiture by Lender. If lender fails to make Loan Advances as required by the Loan Documents and Lender fails to cure the default after notice from the Borrower, Lender forfeits all principal and interest due on this Security Instrument, provided that this forfeiture does not apply when this Security Instrument is assigned to the Commissioner. It is the express intention of Lender and Borrower to structure this reverse mortgage loan to conform to the provisions of the Texas Constitution applicable to reverse mortgage loans as defined by Section 50(a)(7), Article XVI of the Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation or provision of the Note, the Loan Agreement, this Security Instrument or any other loan document involving this reverse mortgage transcends the limit of validity prescribed by applicable law, then any promise, payment, obligation or provision shall be reduced to the limit of such validity, or eliminated as a requirement if necessary for compliance with such law, and such document shall be reformed without the necessity of the execution of any new amendment or new document.

36. Riders to this Security Instrument. If one or more riders are executed by Borrower and Trustor, and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

Condominium Rider

Planned Unit Development Rider

Other [Specify]

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

Martin C Gonzalez (SEAL)
MARTIN C GONZALEZ

10-4-23
Date

Blanca D. Gonzalez (SEAL)
BLANCA D GONZALEZ

10-4-23
Date

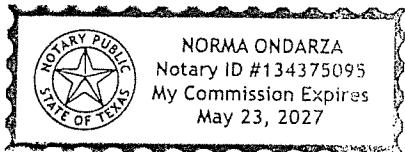
[Space Below This Line For Acknowledgment]

State of TEXAS

County of Johnson

This instrument was acknowledged before me on
by Norma Ondarza

Oct. 4, 2023



NORMA ONDARZA
Notary ID #134375095
My Commission Expires
May 23, 2027

Norma Ondarza
Notary Public

My Commission Expires: 05/23/27

Loan Originator Organization

Mortgage Loan Originator Organization: **South River Mortgage, LLC**

Nationwide Mortgage Licensing system and Registry Identification Number: **1854524**

Individual Loan Originator

Mortgage Loan Originator: **James Nixon**

Nationwide Mortgage Licensing system and Registry Identification Number: **2076180**

Lender Organization

Lender: **South River Mortgage, LLC**

Nationwide Mortgage Licensing system and Registry Identification Number: **1854524**

EXHIBIT A

Exhibit A to the Security Instrument made on **October 4, 2023**, by **MARTIN C GONZALEZ AND BLANCA D GONZALEZ, HUSBAND AND WIFE** ("Borrower") to the Federal Housing Commissioner, and whose address is 451 Seventh Street, S.W., Washington, D.C. 20410, ("Lender" or "Commissioner"). The Property is located in the county of **JOHNSON**, state of **Texas**, described as follows:

Description of Property

SEE ATTACHED EXHIBIT "A"

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF TARRANT, STATE OF TEXAS, AND IS DESCRIBED AS FOLLOWS:

THE FOLLOWING DESCRIBED PROPERTY IN THE COUNTY OF JOHNSON, STATE OF TEXAS, TO-WIT:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN JOHNSON COUNTY, TEXAS AND BEING PART OF THE J. W. DOGGETT SURVEY, PATENT 25, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE J. W. DOGGETT SURVEY;

THENCE EAST 2598.94 FEET TO THE PLACE OF BEGINNING;

THENCE EAST 521.64 FEET TO AN IRON PIN IN THE CENTER LINE OF A 60.0 FOOT ROAD EASEMENT;

THENCE SOUTH 0 DEGREES 50 MINUTES EAST 335.26 FEET ALONG THE CENTER LINE OF SAID EASEMENT TO AN IRON PIN FOR CORNER;

THENCE WEST 521.64 FEET TO AN IRON PIN FOR CORNER;

THENCE NORTH 0 DEGREES 50 MINUTES WEST 335.26 FEET TO THE PLACE OF BEGINNING AND CONTAINING 4.01 ACRES OF LAND MORE OR LESS. SAVE AND EXCEPT THE PORTION OF LAND CONTAINED IN ROAD EASEMENT OFF THE EAST SIDE OF LOT.

SUCH PROPERTY HAVING BEEN LATER PLATTED AND DEDICATED AS FOLLOWS:

TRACT 23, BLOCK C, IN CROWLEY TWO ACRES, JOHNSON COUNTY, TEXAS, ACCORDING TO THE MAP AND PLAT RECORDS IN JOHNSON COUNTY, TEXAS.

TITLE TO THE ABOVE REFERENCED PROPERTY CONVEYED TO MARTIN C. GONZALEZ AND BLANCA D. GONZALEZ FROM NOBLE D. HENSLEE AND JUANITA MAE HENSLEE AND RECORDED ON OCTOBER 24, 1995 IN BOOK 1912 0350, PAGE .

Parcel ID: 126.3460.00810

Property Commonly Known as: 11237 Gary Avenue, Crowley, TX 76036

State of TEXAS

**ADJUSTABLE-RATE NOTE
(Home Equity Conversion)**

October 4, 2023

FHA Case No. 513-2669257-962
Loan No. 4661496
MIN: 1016276-0005000509-5

11237 GARY AVENUE, CROWLEY, Texas 76036 (Property Address)

1. DEFINITIONS

"Borrower" means each person signing at the end of this Note. Borrower is a Trustor who is an original borrower under the Loan Agreement and this Note. The term does not include Borrower's successors or assigns.

"Change Date" means each date on which the interest rate could change.

"Commissioner" means the Federal Housing Commissioner or his or her authorized representatives.

"Current Index" means the most recent Index figure available thirty (30) days (28 days for February, as applicable) before the Change Date.

"Eligible Non-Borrowing Spouse" means a Non-Borrowing Spouse who meets, and continues to meet, the Qualifying Attributes requirements established by the Commissioner and the Lender that the Non-Borrowing Spouse must satisfy in order to be eligible for deferral of the due and payable status, pursuant to section 7(A)(ii) of this Note.

"Index" means a benchmark, known as the one year weekly average yield on United States Treasury securities adjusted to constant maturity of one year, as made available by the Board of Governors of the Federal Reserve System.



"Ineligible Non-Borrowing Spouse" means a Non-Borrowing Spouse who does not meet the Qualifying Attributes requirements established by the Commissioner and the Lender that the Non-Borrowing Spouse must satisfy in order to be eligible for deferral of the due and payable status.

"Lender" means **South River Mortgage, LLC** and its successors and assigns.

"Loan Agreement" means the Home Equity Conversion Mortgage Adjustable Rate Loan Agreement by and between the Borrower and Lender.

"Margin" means the amount added to the index value to compute the Expected Average Mortgage Interest Rate and the periodic adjustments to the mortgage interest (Note) rate.

"Non-Borrowing Spouse" means the spouse N/A, as determined by the laws of the state in which the spouse N/A and Borrower N/A reside or the state of celebration of the Borrower at the time of closing and who is not a Borrower.

"Note" means this Adjustable Rate Note executed by the Borrower.

"Property" means Borrower's property defined in the Security Instrument.

"Property Address" means the address provided above.

"Qualifying Attributes" means those requirements established by the Commissioner and the Lender that the Non-Borrowing Spouse must satisfy in order to be eligible for deferral of the due and payable status.

"Security Instrument" means the mortgage, deed of trust, security deed or other security instrument which is signed by Borrower and Trustor together with the Loan Agreement and which secures the amounts advanced under this Note.

"Trustor" is an original trustor under the Security Instrument. The term includes Trustor's heirs, executors, administrators, and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for amounts to be advanced by Lender to or for the benefit of Borrower under the terms of the Loan Agreement, Borrower promises to pay to the order of Lender a principal amount equal to the sum of all Loan Advances made under the Loan Agreement with interest. Interest will be charged on unpaid principal until the full amount has been paid. The Borrower will initially pay interest at a yearly rate of **Eight AND Two Hundred Ten Thousandth percent (8.210%)**. The interest rate may change in accordance with Paragraph 5 of this Note. The interest rate required by Paragraph 5 of this Note is the rate the Borrower will pay both before and after any default described in Paragraph 7 of this Note. Accrued interest shall be added to the Principal Balance as a Loan Advance at the end of each month.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by the Security Instrument. The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time



Borrower shall pay all outstanding principal and accrued interest to Lender upon receipt of a notice by Lender requiring immediate payment-in-full, as provided in Paragraph 7 of this Note.

(B) Place

Payment shall be made at **South River Mortgage, LLC, 1750 Forest Drive, Suite 195, Annapolis, MD 21401** or at such other place as Lender may designate in writing by notice to Borrower.

(C) Limitation of Liability

Borrower shall have no personal liability for payment of the debt. Lender shall enforce the debt only through sale of the Property. If this Note is assigned to the Commissioner, the Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

(D) Forfeiture by Lender

If Lender fails to make loan advances as required by the Loan Documents and the Loan Agreement and Lender fails to cure the default after notice from the Borrower, the Lender forfeits all principal and interest due on this Note, provided that this forfeiture does not apply if this Note is endorsed to the Commissioner.

5. INTEREST RATE CHANGES

(A) Change Date

The interest rate may change on **December 1, 2023** and on the first day of each succeeding month.

(B) The Index

Beginning with the first Change Date, the adjustable interest rate will be based on an Index that is calculated and provided to the general public by an administrator (the "Administrator") and approved by HUD. The Lender must use the most Current Index value available before each Change Date, provided that if the Current index is less than zero, then the Current Index will be deemed zero for purposes of calculating the Borrower's interest rate.

If the Index is no longer available, it will be replaced in accordance with Paragraph 5(G) below.

(C) Calculation of Interest Rate Changes

Before each Change Date, the Lender will calculate the Borrower's new interest rate by adding **Two AND Seven Hundred Fifty Thousandth** percentage points (2.750%) (the "Margin") to the current Index. The Lender will then round the result of the Margin plus the Current Index to the nearest one-eighth of percentage point (0.125%). Subject to the limit stated in Paragraph 5(D) of this Note, this rounded amount will be the new interest rate until the next Change Date.

The Lender will then determine the amount that would be sufficient to repay the unpaid principal that the Borrower is expected to owe when the mortgage becomes due and payable.

(D) Limit on Interest Rate Changes

The interest rate will never increase above **Thirteen AND Two Hundred Ten Thousandth percent (13.210%)**.

(E) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate. The notice must be given at least twenty-five (25) days before the new interest rate takes effect, and must set forth (i) the



date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the Current Index and the date it was published, (vi) the method of calculating the adjusted interest rate, and (vii) any other information which may be required by law from time to time.

(F) Effective Date of Changes

A new interest rate calculated in accordance with Paragraphs 5(C) and 5(D) of this Note will become effective on the Change Date, unless the Change Date occurs less than twenty five (25) days after Lender has given the required notice. If the interest rate calculated in accordance with Paragraphs 5(C) and 5(D) of this Note decreased, but Lender failed to give timely notice of the decrease and applied a higher rate than the rate which should have been stated in a timely notice, then Lender shall recalculate the Principal Balance owed under this Note so it does not reflect any excessive interest.

(G) Replacement Index

The Index is deemed to be no longer available and will be replaced if any of the following events (each, a "Replacement Event") occur: (i) the Administrator has permanently or indefinitely stopped providing the Index to the general public; (ii) the Administrator or its regulator issues an official public statement that the index is no longer reliable or representative; or (iii) HUD removes the Index as an approved index for adjustable rate Home Equity Conversion Mortgages.

If a Replacement Event occurs, the Lender will select a new index (the "Replacement Index"), which must be one of the indices approved by HUD at the time of a Replacement Event.

The Replacement Index, if any, will be operative immediately upon a Replacement Event and will be used to determine the Borrower's interest rate on Change Dates that are more than 25 days after a Replacement Event. The Index could be replaced more than once during the term of the Note, but only if another Replacement Event occurs. After a Replacement Event, all references to the "Index" shall be deemed to be references to the "Replacement Index".

The Lender will also give the Borrower notice of the Replacement Index, if any, and such other information required by applicable law and regulation.

(H) Effect of Changes

The Lender shall not reduce the amount or number of advances under this Note because of an adjustment in the interest rate.

6. BORROWER'S RIGHT TO PREPAY

A Borrower receiving monthly payments under the Loan Agreement has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty. Any amount of debt prepaid will first be applied to reduce the Principal Balance of the Second Note described in Paragraph 11 of this Note and then to reduce the Principal Balance of this Note.

All prepayments of the Principal Balance shall be applied by Lender as follows:

First, to that portion of the Principal Balance representing aggregate payments for mortgage insurance premiums;

Second, to that portion of the Principal Balance representing aggregate payments for servicing fees;



Third, to that portion of the Principal Balance representing accrued interest due under this Note; and

Fourth, to the remaining portion of the Principal Balance.

A Borrower may specify whether a prepayment is to be credited to that portion of the Principal Balance representing monthly payments or the line of credit. If Borrower does not designate which portion of the Principal Balance is to be prepaid, Lender shall apply any partial prepayments to an existing line of credit or create a new line of credit.

7. IMMEDIATE PAYMENT-IN-FULL

(A) Death

(i) Except as provided in Paragraph 7(A)(ii), Lender may require immediate payment in full of all outstanding principal and accrued interest if a Borrower dies and the Property is not the Principal Residence of at least one surviving Borrower.

(ii) Deferral of Due and Payable Status. Lender may not require immediate payment in full of all outstanding principal and accrued interest if a Non-Borrowing Spouse identified in this Note qualifies as an Eligible Non-Borrowing Spouse and provided the following conditions are, and continue to be, met:

- a. Such Eligible Non-Borrowing Spouse remained the spouse of the Borrower, identified in this Note, for the duration of the Borrower's lifetime;
- b. Such Eligible Non-Borrowing Spouse has occupied, and continues to occupy, the Property as [his/her] Principal Residence;
- c. All other obligations of the Borrower under this Note, the Loan Agreement and the Security Instrument continue to be satisfied;
- d. This Note is not eligible to be called due and payable for any other reason; and
- e. If requested by Lender, such Eligible Non-Borrowing Spouse and the Trustor, if different signs an enforceable agreement suspending the statute of limitations applicable to the enforcement of a real property lien and any other document(s) Lender deems necessary to preserve (I) the priority of Lender's lien on the Property, (II) Lender's right to foreclose the security interest in the Property, and (III) Lender's right to exercise its default remedies available under the Security Instrument and this Note.

As long as a Non-Borrowing Spouse identified in this Note qualifies as an Eligible Non-Borrowing Spouse and the above listed conditions continue to be met, this Note will not be deemed to be in breach. However This sub-paragraph (ii) is inapplicable if an Eligible Non-Borrowing Spouse is or becomes an Ineligible Non-Borrowing Spouse at any time. Further, during a deferral of the due and payable status, should any of the conditions for deferral cease to be met, such a deferral shall immediately cease and this Note will become immediately due and payable in accordance with the provisions of Paragraph 7(A)(i) of this Note.

(B) Sale

Lender may require immediate payment in full of all outstanding principal and accrued interest if the Property is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or on a leasehold interest as set forth in 24 CFR 206.45(a). A deferral of due and payable status is not permitted when a Lender requires immediate payment under this Paragraph.



(C) Other Grounds

Except as provided below for Paragraph 7(C)(i) Lender may require immediate payment-in-full of all outstanding principal and accrued interest, upon approval by the Commissioner, if:

- (i) All Borrowers cease occupying the Property for longer than twelve (12) consecutive months without the prior written approval of the Lender;
- (ii) Borrower: (a) defaults on an obligation specified in the Loan Documents to repair and maintain, pay taxes and assessments on, or insure, the Property; or (b) commits actual fraud in connection with the Loan;
- (iii) Borrower fails to maintain the priority of Lender's lien on the Property, after Lender gives notice to Borrower, by promptly discharging any lien that has priority or may obtain priority over the Lender's lien within ten (10) days after the date Borrower receives the notice. Lender shall not require immediate payment in full if Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings so as to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by Lender's lien on the Property; or
- (iv) HECM for Purchase loans only: Loan proceeds were applied towards the purchase of the Property and Borrower fails to occupy Property as a Principal Residence within sixty (60) days after the extension of credit was made.

A deferral of due and payable status is not permitted when a Lender requires immediate payment in full under Paragraph 7(C) except, if the Borrowers fail to occupy the Property for a period of longer than twelve (12) months because of physical or mental illness and the Property is the Principal Residence of at least one Eligible Non-Borrowing Spouse, Lender shall defer the Due and Payable requirement under sub-Paragraph 7(C)(i) above for any period of time ("Deferral Period") during which a Non-Borrowing Spouse identified in this Note qualifies as an Eligible Non-Borrowing Spouse and certifies that the Property is and continues to be, such Eligible Non-Borrowing Spouse's Principal Residence. Such Deferral Period, if any, is inapplicable if the Eligible Non-Borrowing Spouse is or becomes an Ineligible Non-Borrowing Spouse at any time. Further, during a deferral of the due and payable status, should any of the conditions for deferral cease to be met, such a deferral shall immediately cease and this Note will become immediately due and payable.

(D) Payment of Costs and Expenses

If Lender has required immediate payment-in-full as described above, the debt enforced through sale of the Property may include costs and expenses, including reasonable and customary attorney's fees, associated with enforcement of this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

(E) Trusts

Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Commissioner, and applicable Texas Law such that the Property continues to be homestead property, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph. A trust shall not be considered an occupant or be considered as having a Principal Residence for purposes of this Paragraph.



8. WAIVERS

Borrower waives the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of Dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

9. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the Property Address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice to Non-Borrowing Spouse provided for under this Note will be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

10. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note only through sale of the Property.

11. RELATIONSHIP TO SECOND NOTE

(A) Second Note

Because Borrower will be required to repay amounts which the Commissioner may make to or on behalf of Borrower pursuant to Section 255 (i)(1)(A) of the National Housing Act and the Loan Agreement, the Commissioner has required Borrower to grant a Second Note to the Commisioner.

(B) Relationship of Commissioner Payments to this Note

Payments made by the Commissioner shall not be included in the debt due under this Note unless:

- (i) This Note is assigned to the Commissioner; or
- (ii) The Commissioner accepts reimbursements by the Lender for all payments made by the Commissioner.

If the circumstances described in (i) or (ii) occur, then all payments by the Commissioner, including interest on the payments, shall be included in the debt.

(C) Effect on Borrower

Where there is no assignment or reimbursement as described in (B)(i) or (ii) and the Commissioner makes payments to Borrower, then Borrower shall not:

- (i) Be required to pay amounts owed under this Note until the Commissioner has required payment-in-full of all outstanding principal and accrued interest under the Second Note held by the Commisioner, notwithstanding anything to the contrary in Paragraph 7 of this Note; or



(ii) Be obligated to pay interest under this Note at any time, whether accrued before or after the payments by the Commissioner, and whether or not accrued interest has been included in the Principal Balance of this Note, notwithstanding anything to the contrary in Paragraphs 2 or 5 of this Note .

12. THIRD-PARTY BENEFICIARY

Except as set forth in Paragraph 7(A)(ii) and only for an Eligible Non-Borrowing Spouse, this Note does not and is not intended to confer any rights or remedies upon any person other than the parties.

Borrower agrees that it is not a third-party beneficiary to the Contract of Insurance between HUD and Lender.

13. SUCCESSORS AND ASSIGNS

Notwithstanding anything to the contrary herein, upon the death of the last surviving Borrower, the Borrower's successors and assigns will be bound to perform Borrower's obligations under this Note.

14. CAPITALIZED TERMS

Capitalized terms not defined in this Note shall have the meanings ascribed to them in the Loan Agreement.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

x Martin Gonzalez (SEAL)
MÁRTIN C GONZALEZ

10-4-23
Date

x Blanca D Gonzalez (SEAL)
BLANCA D GONZALEZ

10-4-23
Date



Loan Originator Organization

Mortgage Loan Originator Organization: **South River Mortgage, LLC**

Nationwide Mortgage Licensing system and Registry Identification Number: **1854524**

Individual Loan Originator

Mortgage Loan Originator: **James Nixon**

Nationwide Mortgage Licensing system and Registry Identification Number: **2076180**

Lender Organization

Lender: **South River Mortgage, LLC**

Nationwide Mortgage Licensing system and Registry Identification Number: **1854524**



State of TEXAS

**ADJUSTABLE-RATE SECOND NOTE
(Home Equity Conversion)**

October 4, 2023

FHA Case No. 513-2669257-962

Loan No. 4661496

11237 GARY AVENUE, CROWLEY, Texas 76036 (Property Address)

1. DEFINITIONS

"Borrower" means each person signing at the end of this Note. The term does not include his or her Borrower's successors or assigns.

"Change Date" means each date on which the interest rate could change.

"Current Index" means the most recent Index figure available thirty (30) (28 days for February, as applicable) days before the Change Date.

"Eligible Non-Borrowing Spouse" means a Non-Borrowing Spouse who meets, and continues to meet, the Qualifying Attributes requirements established by the Commissioner and the holder of the First Note that the Non-Borrowing Spouse must satisfy in order to be eligible for deferral of the due and payable status pursuant to Section 7(A)(ii) of this Note.

"First Note" means the promissory note signed by Borrower together with the Loan Agreement and given to the holder of the First Note to evidence Borrower's promise to repay, with interest, Loan Advances made by the holder of the First Note and secured by the First Security Instrument.

"First Security Instrument" means the mortgage, deed of trust, security deed or other security instrument which is signed by Borrower and Trustor and which secures the First Note.

"Index" means a benchmark, known as the one year weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Board of Governors of the Federal Reserve System.

"Ineligible Non-Borrowing Spouse" means a Non-Borrowing Spouse who does not meet the Qualifying Attributes requirements established by the Commissioner and the holder of the First Note that the Non-Borrowing Spouse must satisfy in order to be eligible for deferral of the due and payable status.

"Loan Agreement" means the Home Equity Conversion Mortgage Adjustable Rate Loan Agreement by and between the Borrower and holder of the First Note.

"Margin" means the amount to the index value to compute the Expected Average Mortgage Interest Rate and periodic adjustments to the mortgage interest (Note) rate.

"Non-Borrowing Spouse" means the spouse N/A, as determined by the laws of the state in which the spouse N/A and Borrower N/A reside or the state of celebration of the Borrower at the time of closing and who is not a Borrower.

"Note" means this Adjustable Rate Second Note executed by the Borrower.



"Property" means Borrower's property defined in the Security Instrument.

"Property Address" means the address provided above.

"Qualifying Attributes" means those requirements established by the Commissioner and the Lender that the Non-Borrowing Spouse must satisfy in order to be eligible for deferral of the due and payable status.

"Commissioner" means the Federal Housing Commissioner or his or her authorized representatives.

"Security Instrument" or "Second Security Instrument" means the mortgage, deed of trust, security deed or other security instrument which is signed by Borrower and Trustor together with the Loan Agreement and which secures the amounts under this Note.

"Trustor" is an original trustor under the Security Instrument. The term includes Trustor's heirs,

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for amounts to be advanced by Lender to or for the benefit of Borrower under the terms of the Loan Agreement, Borrower promises to pay to the order of Lender a principal amount equal to the sum of all Loan Advances made under the Loan Agreement with interest. Interest will be charged on unpaid principal until the full amount of principal has been paid. The Borrower will initially pay interest at a yearly rate of **Eight AND Two Hundred Ten Thousandth percent (8.210%)**. The interest rate may change in accordance with Paragraph 5 of this Note. The interest rate required by Paragraph 5 of this Note is the rate the Borrower will pay both before and after any default described in Paragraph 7 of this Note. Accrued interest shall be added to the Principal Balance as a Loan Advance at the end of each month.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by the Security Instrument. The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note. Borrower also executed a First Security Instrument and First Note when the Second Security Instrument and this Note were executed.

4. MANNER OF PAYMENT

(A) Time

Borrower shall pay all outstanding principal and accrued interest to Lender upon receipt of a notice by Lender requiring immediate payment-in-full, as provided in Paragraph 7 of this Note.

(B) Place

Payment shall be made at the Office of the Housing -- FHA Comptroller, Director of Mortgage Insurance Accounting and Servicing, 451 7th Street, SW, Washington, DC 20410, or any such other place as Lender may designate in writing by notice to Borrower.

(C) Limitation of Liability

Borrower shall have no personal liability for payment of the debt. Lender shall enforce the debt only through sale of the Property.

5. INTEREST RATE CHANGES



(A) Change Date

The interest rate may change on **December 1, 2023** and on the first day of each succeeding month.

(B) The Index

Beginning with the first Change Date, the adjustable interest rate will be based on an Index that is calculated and provided to the general public by an administrator (the "Administrator") and approved by HUD. The Lender must use the most Current Index value available before each Change Date, provided that if the Current Index is less than zero, then the Current Index will be deemed to be zero for purposes of calculating the Borrower's interest rate.

If the Index is no longer available, it will be replaced in accordance with Paragraph 5(G) below.

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding **Two AND Seven Hundred Fifty Thousandth** percentage points (2.750%) (the "Margin") to the current Index. The Lender will then round the result of the Margin plus the current index to the nearest one-eighth of one percentage point (0.125%). Subject to the limit stated in Paragraph 5(D) of this Note, this amount will be the Borrower's new interest rate until the next Change Date.

The Lender will then determine the amount that would be sufficient to repay the unpaid principal that the Borrower is expected to owe when the mortgage becomes due and payable.

(D) Limit on Interest Rate Changes

The interest rate will never increase above **Thirteen AND Two Hundred Ten Thousandth percent (13.210%)**

(E) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate. The notice must be given at least twenty-five (25) days before the new interest rate takes effect, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the Current Index and the date it was published, (vi) the method of calculating the adjusted interest rate, and (vii) any other information which may be required by law from time to time.

(F) Effective Date of Changes

A new interest rate calculated in accordance with Paragraphs 5(C) and 5(D) of this Note will become effective on the Change Date, unless the Change Date occurs less than twenty-five (25) days after Lender has given the required notice. If the interest rate calculated in accordance with Paragraphs 5(C) and 5(D) of this Note decreased, but Lender failed to give timely notice of the decrease and applied a higher rate than the rate which should have been stated in a timely notice, then Lender shall recalculate the Principal Balance owed under this Note so it does not reflect any excessive interest.

(G) Replacement Index

The Index is deemed to be no longer available and will be replaced if any of the following events (each, a "Replacement Event") occur: (i) the Administrator has permanently or indefinitely stopped providing the Index to the general public; (ii) the Administrator or its regulator issues an official public statement that the Index is no longer reliable or representative; or (iii) HUD removes the Index as an approved index for adjustable rate Home Equity Conversion Mortgages.

If a Replacement Event occurs, the Lender will select a new index (the "Replacement Index"),



which must be one of the indices approved by HUD at the time of a Replacement Event.

The Replacement Index, if any, will be operative immediately upon a Replacement Event and will be used to determine the Borrower's interest rate on Change Dates that are more than 25 days after a Replacement Event. The Index could be replaced more than once during the term of the Note, but only if another Replacement Event occurs. After a Replacement Event, all references to the "Index" shall be deemed to be references to the "Replacement Index".

The Lender will also give the Borrower notice of the Replacement Index, if any, and such other information required by applicable law and regulation.

(H) Effect of Changes

The Lender shall not reduce the amount or number of advances under this Note because of an adjustment in the interest rate.

6. BORROWER'S RIGHT TO PREPAY

A Borrower receiving monthly payments under the Loan Agreement has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty. Any amount of debt prepaid will first be applied to reduce the Principal Balance of this Note and then to reduce the Principal Balance of the First Note.

All prepayments of the Principal Balance shall be applied by Lender as follows:

First, to that portion of the Principal Balance representing aggregate payments for mortgage insurance premiums;

Second, to that portion of the Principal Balance representing aggregate payments for servicing fees;

Third, to that portion of the Principal Balance representing accrued interest due under the Note; and

Fourth, to the remaining portion of the Principal Balance.

A Borrower may specify whether a prepayment is to be credited to that portion of the Principal Balance representing monthly payments or the line of credit. If Borrower does not designate which portion of the Principal Balance is to be prepaid, Lender shall apply any partial prepayments to an existing line of credit or create a new line of credit.

7. IMMEDIATE PAYMENT-IN-FULL

(A) Death

(i) Except as provided in Paragraph 7(A)(ii), Lender may require immediate payment in full of all outstanding principal and accrued interest if a Borrower dies and the Property is not the Principal Residence of at least one surviving Borrower.

(ii) Deferral of Due and Payable Status. Lender may not require immediate payment in full of all outstanding principal and accrued interest if a Non-Borrowing Spouse identified in this Note qualifies as an Eligible Non-Borrowing Spouse and provided the following conditions are, and continue to be, met:



- a. Such Eligible Non-Borrowing Spouse remained the spouse of the Borrower, identified in this Note, for the duration of the Borrower's lifetime;
- b. Such Eligible Non-Borrowing Spouse has occupied, and continues to occupy, the Property as [his/her] Principal Residence;
- c. All other obligations of the Borrower under this Note, the Loan Agreement and the Security Instrument continue to be satisfied;
- d. This Note is not eligible to be called due and payable for any other reason; and
- e. If requested by Lender, such Eligible Non-Borrowing Spouse, and the Trustor, if different sign an enforceable agreement suspending the statute of limitations applicable to the enforcement of a real property lien and any other document(s) Lender deems necessary to preserve (I) the priority of Lender's lien on the Property, (II) Lender's right to foreclose the security interest in the Property, and (III) Lender's right to exercise its default remedies available under the Security Instrument and this Note.

As long as a Non-Borrowing Spouse identified in this Note qualifies as an Eligible Non-Borrowing Spouse and the above listed conditions continue to be met, this Note will not be deemed to be in breach. However, this sub-paragraph (ii) is inapplicable or null and void if an Eligible Non-Borrowing Spouse is or becomes an Ineligible Non-Borrowing Spouse at any time. Further, during a deferral of the due and payable status, should any of the conditions for deferral cease to be met, such a deferral shall immediately cease and this Note will become immediately due and payable in accordance with the provisions of Paragraph 7(A)(i) of this Note.

(B) Sale

Lender may require immediate payment in full of all outstanding principal and accrued interest if the Property is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or on a leasehold interest as set forth in 24 CFR 206.45(a). A deferral of due and payable is not permitted when a Lender requires immediate payment under this Paragraph.

(C) Other Grounds

Except as provided below for Paragraph 7(C)(i), Lender may require immediate payment-in-full of all outstanding principal and accrued interest, upon approval by the Commissioner, if:

- (i) All Borrowers cease occupying the Property for longer than twelve (12) consecutive months without the prior written approval of the Lender;
- (ii) Borrower: (a) defaults on an obligation specified in the Loan Documents to repair and maintain, pay taxes and assessments on, or insure, the Property; or (b) commits actual fraud in connection with the Loan;
- (iii) Borrower fails to maintain the priority of Lender's lien on the Property, after Lender gives notice to Borrower, by promptly discharging any lien that has priority or may obtain priority over the Lender's lien within ten (10) days after the date Borrower receives the notice. Lender shall not require immediate payment in full if Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings so as to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by Lender's lien on the Property; or



(iv) HECM for Purchase loans only: Loan proceeds were applied towards the purchase of the Property and Borrower fails to occupy Property as a Principal Residence within sixty (60) days after the extension of credit was made.

A deferral of due and payable status is not permitted when a Lender requires immediate payment in full under Paragraph 7(C) except, if the Borrowers fail to occupy the Property for a period of longer than twelve (12) months because of physical or mental illness and the Property is the Principal Residence of at least one Eligible Non-Borrowing Spouse, Lender shall defer the Due and Payable requirement under sub-Paragraph 7(C)(i) above for any period of time ("Deferral Period") during which a Non-Borrowing Spouse identified in this Note qualifies as an Eligible Non-Borrowing Spouse and certifies that the Property is and continues to be, such Eligible Non-Borrowing Spouse's Principal Residence. Such Deferral Period, if any, is inapplicable if the Eligible Non-Borrowing Spouse is or becomes an Ineligible Non-Borrowing Spouse at any time. Further, during a deferral of the due and payable status, should any of the conditions for deferral cease to be met, such a deferral shall immediately cease and this Note will become immediately due and payable.

(D) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, the debt enforced through sale of the Property may include costs and expenses including reasonable and customary attorney's fees associated with enforcement of this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

(E) Trusts

Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Commissioner, and applicable Texas law such that the property continues to be homestead property or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph. A trust shall not be considered an occupant or be considered as having a Principal Residence for purposes of this Paragraph.

8. WAIVERS

Borrower waives the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of Dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

9. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the Property Address above or at a different address if Borrower has given the Commissioner a notice of Borrower's different address.

Any notice to Non-Borrowing Spouse provided for under this Note will be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address.

Any notice that must be given to the Commissioner under this Note will be given by first class mail to the HUD Homeownership Center with jurisdiction over the Property or any other address designated by the Commissioner.



10. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note only through sale of the Property.

11. RELATIONSHIP TO FIRST NOTE

(A) Second Note

Because Borrower will be required to repay amounts which the Commissioner may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Commissioner has required Borrower to grant this Note to the Commissioner.

(B) Relationship of Commissioner Payments to First Note

Payments made by the Commissioner shall be included in the debt due under this Note unless:

(i) The First Note is assigned to the Commissioner; or

(ii) The Commissioner accepts reimbursements by the Lender for all payments made by the Commissioner.

If the circumstances described in (i) or (ii) occur, then all payments by the Commissioner, including interest on the payments, shall be included in the debt under the First Note.

(C) Notice of Interest Rate Adjustments

Borrower agrees that as long as the holder of the First Note continues to make Loan Advances, any notice of interest rate adjustment given to Borrower under Paragraph 5(E) of the First Note shall also be considered to be notice to Borrower under Paragraph 5(E) of this Note, so that the same interest rate shall apply for the First Note and this Note.

12. THIRD-PARTY BENEFICIARY

Except as set forth in Paragraph 7(A)(ii) and only for an Eligible Non-Borrowing Spouse, this Note does not and is not intended to confer any rights or remedies upon any person other than the parties.

Borrower agrees that it is not a third-party beneficiary to the Contract of Insurance between HUD and Lender.

13. SUCCESSORS AND ASSIGNS

Notwithstanding anything to the contrary herein, upon the death of the last surviving Borrower, the Borrower's successors and assigns will be bound to perform Borrower's obligations under this Note.

14. CAPITALIZED TERMS

Capitalized terms not defined in this Note shall have the meanings ascribed to them in the Loan Agreement.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.



Martin C Gonzalez (SEAL)
MARTIN C GONZALEZ

10-4-23
Date

Blanca D. Gonzalez (SEAL)
BLANCA D GONZALEZ

10-4-23
Date

Loan Originator Organization

Mortgage Loan Originator Organization: **South River Mortgage, LLC**

Nationwide Mortgage Licensing system and Registry Identification Number: **1854524**

Individual Loan Originator

Mortgage Loan Originator: **James Nixon**

Nationwide Mortgage Licensing system and Registry Identification Number: **2076180**

Lender Organization

Lender: **South River Mortgage, LLC**

Nationwide Mortgage Licensing system and Registry Identification Number: **1854524**





A. Settlement Statement (HUD-1) **FINAL**

B. Type of Loan

1. <input checked="" type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.	6. File Number: SRM-141976-REV	7. Loan Number: 4661496	8. Mortgage Insurance Case Number: 513-2669257-962
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower:

MARTIN C and BLANCA D GONZALEZ
11237 Gary Avenue
CROWLEY, TX 76036

E. Name & Address of Seller:

Mortgage Coverage: \$795,000.00

F. Name & Address of Lender:

South River Mortgage, LLC
1750 Forest Drive, Suite 195
Annapolis, MD 21401

G. Property Location:

11237 GARY AVENUE
CROWLEY, Texas 76036

H. Settlement Agent:

Summit Title Agency, LLC

Settlement Date:

10/4/2023

Place of Settlement:

11200 Broadway Street
Suite 2743
Pearland TX 77584

Funding Date:

10/10/2023

J. Summary of Borrower's Transaction

100. Gross Amount Due From Borrower	
101. Contract sales price	
102. Personal property	
103. Settlement charges to borrower (line 1400)	\$24,800.06
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/town taxes to	
107. County taxes to	
108. Assessments to	
109.	
110.	
111.	
112.	
120. Gross Amount Due From Borrower	
	\$24,800.06
200. Amounts Paid By Or In Behalf Of Borrower	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	\$185,500.00
203. Existing loan(s) taken subject	
204. Cash Portion of Initial Draw	\$30,000.00
205. Financed Closing Costs	\$24,800.06
206.	
207.	
208.	
209.	
Adjustments for items unpaid by seller	
210. City/town taxes to	
211. County taxes to	
212. Assessments to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. Total Paid By/For Borrower	
	\$54,800.06
300. Cash At Settlement From/To Borrower	
301. Gross Amount due from borrower (line 120)	\$24,800.06
302. Less amounts paid by/for borrower (line 220)	\$54,800.06
303. Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Borrower	\$30,000.00

K. Summary of Seller's Transaction

400. Gross Amount Due To Seller	
401. Contract sales price	
402. Personal property	
403.	
404.	
405.	
Adjustments for items paid by seller in advance	
406. City/town taxes to	
407. County taxes to	
408. Assessments to	
409.	
410.	
411.	
412.	
420. Gross Amount Due To Seller	
500. Reductions In Amount Due To Seller	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506.	
507.	
508.	
509.	
Adjustments for items unpaid by seller	
510. City/town taxes to	
511. County taxes to	
512. Assessments to	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	
600. Cash At Settlement To/From Seller	
601. Gross amount due to seller (line 420)	
602. Less reductions in amount due seller (line 520)	
603. Cash <input type="checkbox"/> To <input type="checkbox"/> From Seller	

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.


L. Settlement Charges

700. Total Real Estate Broker Fees				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of Commission (line 700) as follows:					
701. \$	to				
702. \$	to				
703. Commission paid at settlement					
704.					
800. Items Payable in Connection With Loan					
801. Our origination charge (Includes HECM origination fee of \$6,000.00)	\$ 6,225.00	(from GFE #1)			
802. Your credit or charge(points) for the specific interest rate chosen	\$0.00	(from GFE #2)			
803. Your adjusted origination charges	South River Mortgage, LLC	(from GFE A)	\$6,225.00	\$0.00	
804. Appraisal fee	SouthRiver Mortgage, LLC fbo Property Rate	(from GFE #3)	\$675.00	\$0.00	
805. Credit report	SouthRiver Mortgage, LLC fbo CIC Credit	(from GFE #3)	\$94.56	\$0.00	
806.		(from GFE #3)			
807. Flood certification	SouthRiver Mortgage, LLC fbo Service Link	(from GFE #3)	\$14.00	\$0.00	
808. Document preparation	Gregg & Valby, PC	\$225.00			
809.					
810.					
811.					
812. Collateral Desktop Analysis					
813.					
814.					
815. MERS Registration	South River Mortgage, LLC fbo MERS		\$24.95	\$0.00	
816. Trust Review Fee					
900. Items Required By Lender To Be Paid In Advance					
901. Daily interest charges from	to	@\$ /day	(from GFE #10)		
902. Mortgage Insurance Premium	to	South River Mortgage.	(from GFE #3)	\$10,600.00	\$0.00
903. Homeowner's insurance	to	Incline Casualty Compa	(from GFE #11)	\$1,425.60	\$0.00
904.					
905.					
906.					
1000. Reserves Deposited with Lender					
1001. Initial deposit for your escrow account			(from GFE #9)		
1002. Homeowner's insurance	months @ \$	per month \$			
1003. Mortgage insurance	months @ \$	per month \$			
1004. Property taxes	months @ \$	per month \$			
1005.	months @ \$	per month \$			
1006.	months @ \$	per month \$			
1007. Aggregate Adjustment		-\$			
1100. Title Charges					
1101. Title services and lender's title insurance			(from GFE #4)	\$5,382.95	\$0.00
1102. Settlement or closing fee	Summit TitleAgency, LLC	\$ 1,875.00			
1103. Owner's title insurance			(from GFE #5)		
1104. Lender's title insurance	Summit TitleAgency, LLC	\$ 3,099.00			
1105. Lender's title policy limit	\$530,000.00				
1106. Owner's title policy limit					
1107. Agent's portion of the total title insurance premium					
1108. Underwriter's portion of the total title insurance premium					
1109.					
1110. Miscellaneous Endorsements	Summit TitleAgency, LLC	\$ 224.95			
1111. Recording Service Fee	Summit TitleAgency, LLC	\$ 75.00			
1112. Texas Title Agent					
1113. TX - Tax Certificate	Summit TitleAgency, LLC	\$ 32.00			
1114. TX - Texas Guaranty Fee	Title Insurance Guaranty	\$ 2.00			
1115. Courier Fee	Summit TitleAgency, LLC	\$ 75.00			
1200. Government Recording and Transfer Charges					
1201. Government recording charges			(from GFE #7)	\$358.00	\$0.00
1202. Deed	Mortgage	\$358.00	Releases		
1203. Transfer taxes			(from GFE #8)		
1204. City/County tax/stamps	Deed		Mortgage		
1205. State tax/stamps	Deed		Mortgage		
1206.					
1207.					
1208.					
1209.					
1210.					
1211.					



1300 Additional Settlement Charges		
1301. Required services that you can shop for	(from GFE #6)	
1302.		
1303. HECM counseling fee	Quickcert, Inc. \$145.00 P.O.C. (borrower)	
1304.		
1305.		
1306.		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		\$24,800.06



Comparison of Good Faith Estimate (GFE) and HUD-1 Charges		Good Faith Estimate	HUD-1
Charges That Cannot Increase	HUD-1 Line Number		
Our origination charge	# 801	\$6,565.00	\$6,225.00
Your credit or charge(points) for the specific interest rate chosen	# 802	\$0.00	\$0.00
Your adjusted origination charges	# 803	\$6,565.00	\$6,225.00
Transfer taxes	#1203	\$50.00	\$0.00

Charges That in Total Cannot Increase More Than 10%		Good Faith Estimate	HUD-1
Charges That Cannot Increase	HUD-1 Line Number		
Government recording charges	#1201	\$358.00	\$358.00
Appraisal fee	# 804	\$675.00	\$675.00
Credit report	# 805	\$75.00	\$94.56
Flood certification	# 807	\$14.00	\$14.00
MERS Registration	# 815	\$24.95	\$24.95
Trust Review Fee	# 816	\$250.00	\$0.00
Mortgage Insurance Premium	# 902	\$10,600.00	\$10,600.00
Title services and lender's title insurance	#1101	\$5,447.95	\$5,382.95
Total		\$17,444.90	\$17,149.46
Increase between GFE and HUD-1 Charges		\$ - 295.44 or	- 1.69 %

Charges That Can Change		Good Faith Estimate	HUD-1
Charges That Can Change	HUD-1 Line Number		
Homeowner's insurance	# 903	\$0.00	\$1,425.00
HECM counseling fee	#1303	\$145.00	\$145.00

Loan Terms

Your initial loan amount is	\$ 185,500.00
Your loan term is	N/A years
Your initial interest rate is	8.210 %
Your initial monthly amount owed for principal, interest, and and any mortgage insurance is	\$ N/A includes <input type="checkbox"/> Principal <input type="checkbox"/> Interest <input type="checkbox"/> Mortgage Insurance
Can your interest rate rise?	<input type="checkbox"/> No. <input checked="" type="checkbox"/> Yes, it can rise to a maximum of 13.210 %. The first change will be on 12/1/2023 and can change again every month after 12/1/2023. Every change date, your interest rate can increase or decrease by 5.000 %. Over the life of the loan, your interest rate is guaranteed to never be lower than 2.750 % or higher than 13.210 %.
Even if you make payments on time, can your loan balance rise?	<input type="checkbox"/> No. <input checked="" type="checkbox"/> Yes, it can rise to a maximum of \$ unknown .
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, the first increase can be on unknown and the monthly amount owed can rise to \$ unknown . The maximum it can ever rise to is \$ unknown .
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, your maximum prepayment penalty is \$ unknown .
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, you have a balloon payment of \$ N/A due in N/A years on N/A .
Total monthly amount owed including escrow account payments	<input type="checkbox"/> You do not have a monthly escrow payment for items , such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input checked="" type="checkbox"/> You have an additional monthly escrow payment of \$ \$0* that results in a total initial monthly amount owed of \$ \$0*. This includes principal, interest, any mortgage insurance and any items checked below: <input checked="" type="checkbox"/> Property taxes <input checked="" type="checkbox"/> Homeowner's insurance <input type="checkbox"/> Flood insurance <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
* Paid by or through draws from the Principal Limit	

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

Addendum to HUD-1 Settlement Statement



FHA Case Number: 513-2669257-962

Property Address: 11237 GARY AVENUE, CROWLEY, Texas 76036

NOTICE TO ALL PARTIES: If information is obtained which indicates that the source of the borrower's financial investment is other than from the borrower or other than stated by the lender in its closing instructions, the settlement agent is to obtain written instructions from the lender before proceeding with settlement.

CERTIFICATION OF BORROWER IN AN FHA-INSURED TRADITIONAL OR REFINANCE HECM LOAN TRANSACTION(S)

I (we) have carefully reviewed the HUD-1 Settlement Statement, and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Martin C Gonzalez
MARTIN C GONZALEZ

10-4-23
Date

Blanca D Gonzalez
BLANCA D GONZALEZ

10-4-23
Date

WARNING: Federal law provides that anyone who knowingly or willfully makes or uses a document containing any false, fictitious, or fraudulent statement or entry may be criminally prosecuted and may incur civil administrative liability.



CERTIFICATION OF BUYER IN AN FHA-INSURED HECM FOR PURCHASE LOAN TRANSACTION

I (We) certify that the sales price is \$0.00. I (We) certify that I (we) have provided a down payment of _____ . I certify that the down payment has been provided by me (us) from my (our) own funds or from an approved FHA funding source as disclosed in my (our) mortgage application. I (we) certify that no part of the down payment has been provided by the seller or anyone else with a financial interest or financial connection to this transaction. I certify that I have no knowledge of any loans that have been or will be made to me (us) or loans that have been or will be assumed by me (us) for purposes of financing this transaction, other than those described in the sales contract dated _____ (including addenda). I certify that I (we) have not been paid or reimbursed for any part of the monetary investment. I certify that I have not received and will not receive any payment or reimbursement for any of my (our) closing costs which have not been previously disclosed in the sales contract (including any addenda) and/or my application for mortgage insurance submitted to my (our) mortgage lender. I (we) certify that no cash or its equivalent, in whole or in part, was or will be received from the seller and/or other third party before, during, or after loan closing. I further certify that I (we) received a copy of the HUD-1 Settlement Statement.

Martin C Gonzalez
MARTIN C GONZALEZ

10-4-23
Date

Blanca D. Gonzalez
BLANCA D GONZALEZ

10-4-23
Date

WARNING: Federal law provides that anyone who knowingly or willfully makes or uses a document containing any false, fictitious, or fraudulent statement or entry may be criminally prosecuted and may incur civil administrative liability.



CERTIFICATION OF SELLER IN AN FHA-INSURED HECM FOR PURCHASE LOAN TRANSACTION

I certify that I have no knowledge of any loans that have been or will be made to the borrower(s), or loans that have been or will be assumed by the borrower(s), for purposes of financing this transaction, other than those described in the sales contract dated _____ (including addenda). I certify that I have not and will not pay or reimburse the borrower(s) for any part of the monetary investment. I certify that I have not provided and will not pay or reimburse the borrower(s) for any part of the borrower's closing costs which have not been previously disclosed in the sales contract (including any addenda). I certify that I have not provided and will not provide cash or its equivalent, in whole or in part, to the borrower(s) before, during or after loan closing. I (We) certify that the above statements are true and accurate.

Seller

Date

Seller

Date

WARNING: Federal law provides that anyone who knowingly or willfully makes or uses a document containing any false, fictitious, or fraudulent statement or entry may be criminally prosecuted and may incur civil administrative liability.

CERTIFICATION OF SETTLEMENT AGENT IN AN FHA-INSURED HECM LOAN TRANSACTION(S)

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were (i) received, or (ii) paid outside of closing, and the funds received have been or will be disbursed by the undersigned as part of the settlement of this transaction. I further certify that I (we) have obtained the above certifications which were executed by the borrower(s) and seller(s) as indicated.

Texas Department of Insurance (TDI)
Procedural Rule P-35 states "We are
prohibited from executing this document
Settlement Agent
Insurance requires all statements
made by title companies to be on
promulgated forms only".
Attorney at Law

10-4-23

Date

[The certifications contained herein may be obtained from the respective parties at different times or may be obtained on separate addenda]

WARNING: Federal law provides that anyone who knowingly or willfully makes or uses a document containing any false, fictitious, or fraudulent statement or entry may be criminally prosecuted and may incur civil administrative liability.

Residential Loan Application for Reverse Mortgages

This application is designed to be completed by the applicant(s) with the lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must be provided for a person other than the Borrower (including the Borrower's spouse) who is a co-owner of the real property that will secure the loan, or has or could have community property rights pursuant to state law in the real property that will secure the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

Martin C Gonzalez 10-4-23 Date + Blanca E. Gonzalez Date 10-4-23

Borrower	MARTIN C GONZALEZ	Co-Borrower	BLANCA D GONZALEZ
----------	-------------------	-------------	-------------------

I. Type of Mortgage and Terms of Loan

Mortgage Applied for: <input checked="" type="checkbox"/> FHA Traditional HECM* <input type="checkbox"/> FHA Refinance HECM* <input type="checkbox"/> FHA Purchase HECM* <hr/> <input type="checkbox"/> Sales Contract Price <input type="checkbox"/> Land Installment <input type="checkbox"/> Contract Price <hr/> <input type="checkbox"/> Borrower's Investment <input checked="" type="checkbox"/> Other HECM Monthly 1-Year CMT 5% <hr/> (specify)	FHA Case No. (HECM): 513-2669257-962 Loan Payment Plans: <input checked="" type="checkbox"/> Line of Credit <input type="checkbox"/> Term <input type="checkbox"/> Modified Term <input type="checkbox"/> Tenure <input type="checkbox"/> Modified Tenure <input type="checkbox"/> Single Disbursement Lump Sum <input type="checkbox"/> Option <input type="checkbox"/> Undecided	Lender Case No.: 4661496 Purpose of Loan: (Check all that apply) <input checked="" type="checkbox"/> Additional Income <input checked="" type="checkbox"/> Home Improvements <input type="checkbox"/> Payment of Taxes <input type="checkbox"/> Payment of Insurance <input type="checkbox"/> Leisure <input type="checkbox"/> Medical <input type="checkbox"/> Extinguish Forward Mortgage <input type="checkbox"/> Other (specify)
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*Complete HUD/VA Addendum HUD 92900-A

Features (Check the applicable boxes):

Special Loan Features: <input type="checkbox"/> Equity Share Index Type: <input type="checkbox"/> LIBOR ARM Type: <input checked="" type="checkbox"/> Monthly Fixed Rate Type: <input type="checkbox"/> Open End Other: <input type="checkbox"/> Explain	<input type="checkbox"/> Other (specify) _____ <input checked="" type="checkbox"/> Other (specify) CMT <input type="checkbox"/> Annual <input type="checkbox"/> Closed End	\$6,000.00 Loan Origination Fee
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II. Primary Residence Property Information

Subject Property Address (street, city, state, county, and ZIP code):

11237 GARY AVENUE
CROWLEY, Texas 76036

Legal Description of Subject Property (attach description if necessary):

SEE ATTACHED EXHIBIT "A"

Property Title is Held in These Names (please list all names on property title):

MARTIN C GONZALEZ AND BLANCA D GONZALEZ, HUSBAND AND WIFE

No. of Units:	Year Built:	Estimate of Appraised Value:
1	2004	\$530,000.00
Residence Type: <input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Investment Property		
Property Title Held As:		<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Life Estate <input type="checkbox"/> Leasehold <input type="checkbox"/> Leasehold Expiration Date
Check if title is also held as:		<input type="checkbox"/> Inter Vivos (Living) Trust <input type="checkbox"/> Irrevocable Trust <input type="checkbox"/> Revocable Trust



III. Borrower Information

Borrower's Name (include Jr. or Sr., if applicable): MARTIN C GONZALEZ		Co-Borrower's Name (include Jr. or Sr., if applicable): BLANCA D GONZALEZ	
Social Security Number: 465-98-4258	DOB (MM/DD/YYYY): 2/18/1953	Social Security Number: 451-02-5487	DOB (MM/DD/YYYY): 5/11/1954
Monthly Income: \$2,024.30	Monthly Income: \$1,850.00		
Real Estate Assets: \$530,000.00	Real Estate Assets: \$530,000.00		
Available Assets: \$1.00	Available Assets: \$1.00		
Home Phone (include area code): (817) 441-0780	Home Phone (include area code): (817) 441-0780		
Years of Residence at Present Address: 20	Years of Residence at Present Address: 20		
Mailing Address, if different from Subject Property Address: 11237 Gary Avenue CROWLEY, TX 76036		Mailing Address, if different from Subject Property Address: 11237 Gary Avenue CROWLEY, TX 76036	
Marital Status: <input checked="" type="checkbox"/> Married <input type="checkbox"/> Unmarried (includes single, divorced, widowed) <input type="checkbox"/> Separated		Marital Status: <input checked="" type="checkbox"/> Married <input type="checkbox"/> Unmarried (includes single, divorced, widowed) <input type="checkbox"/> Separated	
Alternative Contact Person (name, address, phone): CARLOS SEPULVEDA 4921 MERIDA AVENUE FORT WORTH, TX 76115 Home Phone: (682) 553-7985 Mobile Phone: Business Phone:		Alternative Contact Person (name, address, phone): CARLOS SEPULVEDA 4921 MERIDA AVENUE FORT WORTH, TX 76115 Home Phone: (682) 553-7985 Mobile Phone: Business Phone:	

IV. Liens Against The Property

List the creditor's name, address, and account number for all liens against the property.

NOTE: This section should not be used to list all personal liabilities, only liens against the primary residence. For example, federal or state real estate liens, judgment liens, mechanics liens, and second mortgages should be listed.

Name of Creditor	Address of Creditor	Unpaid Balance
Account Number		

Total Liens to be paid:



V. Total Non-Real Estate Debts

Total Amount of Non-Real Estate Debts: \$2.00

VI. Declarations*If you answer "Yes" to any questions a through j, please use continuation section (page 5) for explanation.*

	Borrower		Co-Borrower	
	Yes	No	Yes	No
a. Are there any outstanding judgments against you?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Have you filed for any bankruptcy that has not been resolved?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Are you a party to a lawsuit?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Are you presently delinquent or in default on any federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? (If "Yes," give details, including date, name and address of lender, FHA or VA Case number (if applicable), and reason for delinquency/default)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Do you intend to occupy the property as your primary residence?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Are you a co-maker or endorser on a note?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Are you a U.S. citizen?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Are you a lawful permanent resident alien?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. Were you required to bring money to closing? If yes, did you borrow the money?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Do you intend to use the reverse mortgage to purchase or invest in financial products such as insurance, mutual funds or annuities? If yes, provide name of financial product and cost to purchase or invest below: <i>Example: long-term care insurance \$10,000</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

k. Do you have an existing FHA insured loan?

If "yes" provide property address, account number, name of creditor, amount of mortgages and liens, and unpaid loan balance below.

Property Address (enter S if sold, PS if pending sale, or R if rental being held for income)	Account Number	Name of Creditor	Amount of Mortgages & Liens	Unpaid Loan Balance
11237 GARY AVE, CROWLEY, TX, 76036			\$0.00	\$0.00



VII. Acknowledgment and Agreement

Each of the undersigned specifically represents to Lender and Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors, and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors, or assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors, and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented in this application should change prior to closing the Loan; (8) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; and (9) neither Lender nor its agents, brokers, insurers, servicers, successors, or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property.

Acknowledgment: Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors, and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.

Certification: I/We certify that the information provided in this application is true and correct as of the date set forth opposite my/our signature(s) on this application and acknowledge my/our understanding that any intentional or negligent misrepresentation(s) of the information contained in this application may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq. and liability for monetary damages to the Lender, its agents, successors and assigns, insurers, and any other person who may suffer any loss due to reliance upon any misrepresentation which I/we have made on this application.

<i>Wardyn C Gonzalez</i>	10-4-23	<i>Blanca E Gonzalez</i>	10-4-23
Borrower's Signature	Date	Co-Borrower's Signature	Date

VIII. Information for Government Monitoring Purposes

The following information is requested by the federal government for certain types of loans related to a dwelling in order to monitor the Lender's compliance with equal credit opportunity, fair housing, and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may not discriminate either on the basis of this information, or on whether you choose to furnish it. The Fair Housing Act, Title 42, United States Code, Section 3601-3619, et seq., prohibits discrimination on the basis of race, color, religion, sex, handicap, familial status, or national origin. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under federal regulations, this lender is required to note the information on the basis of visual observation or surname if you have made this application in person. If you do not wish to furnish the information, please check the box below.

(Lender must review the above material to assure that the disclosures satisfy all requirements to which the Lender is subject under applicable state law for the particular type of loan applied for.)

BORROWER <input type="checkbox"/> I do not wish to furnish this information	CO-BORROWER <input type="checkbox"/> I do not wish to furnish this information
Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White
Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male	Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male

To be Completed by Loan Originator:

This information was provided:

- In a face-to-face interview
- In a telephone interview
- By the applicant and submitted by fax or mail
- By the applicant and submitted via e-mail or the Internet



Loan Originator's Signature		Date
Loan Originator's Name (print or type) James Nixon	Loan Originator Identifier: License#: 2076180 NMLS#: 2076180	Loan Originator's Phone Number (including area code) 443-332-2297 1076
Loan Origination Company's Name South River Mortgage, LLC	Loan Origination Company Identifier NMLS#: 1854524	Loan Origination Company's Address 1750 Forest Drive, Suite 195, Annapolis, MD 21401



NOTE: FHA insures reverse mortgages for one- to four-family units under various provisions of Section 255 of the National Housing Act (Title 12, United States Code, Section 1715z-20 et seq.).

Public reporting burden for this collection of information is estimated to average one hour per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data, and completing and reviewing the collection of information.

Continuation Section/Residential Loan Application for Reverse Mortgages

Use this continuation section if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower.	Borrower: MARTIN C GONZALEZ	Agency Case Number: 513-2669257
	Co-Borrower: BLANCA D GONZALEZ	Lender Case Number: 4661496

I/We fully understand that it is a federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature <i>Martin Gonzalez</i>	Date <i>10-4-23</i>	Co-Borrower's Signature <i>Blanca D. Gonzalez</i>	Date <i>Be 10-4-23</i>
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Instructions for Completing the Residential Loan Application for Reverse Mortgages and Addendum

1. Instructions for Completing Form 1009

For the borrower's application, an FHA-insured reverse mortgage (Home Equity Conversion Mortgage or HECM), the lender must use the Residential Loan Application for Reverse Mortgages (Fannie Mae Form 1009).

Section I. Type of Mortgage And Terms Of Loan - Check the type of reverse mortgage for which application is being made: FHA HECM Traditional, FHA HECM Refinance, FHA HECM Purchase, or Other type of reverse mortgage. If Other is selected, the mortgage product must be specified. For FHA HECM Purchase, provide the sales contract price or land installment contract price and the borrower's investment. If HECM is selected, the HUD/VA Addendum (HUD 92900-A) must be completed and attached to the application.

FHA Case No. - If the mortgage applied for is a HECM, the FHA case number should be entered followed by the appropriate Section of the Act ADP Code for HECMs listed below:

	HUD - Processed	Direct Endorsement	ADP Code
Assignment/Fixed-rate	911	951	961
Assignment/Adjustable-rate	912	952	962
Shared Premium/Fixed Rate	913	953	953
Shared Premium/ARM	914	954	954
Shared Appreciation/Fixed Rate	915	955	955
Shared Appreciation/ARM	916	956	956
Condo (Fixed)	967	957	957
Condo (ARM)	968	958	958

Lender Case No. - Indicate the case number assigned by the lender. This case number can be any combination of letters and numbers, as determined by the lender.

Loan Payment Plans - Indicate the payment plan in which the applicant is interested. The applicant can change the payment plan selection at closing.

Purpose of Loan - Indicate the reason for obtaining a reverse mortgage. This information is collected for monitoring and statistical purposes only. Failure to provide this information will not affect your eligibility in the program.

Special Loan Features - Special loan features pertaining to specific reverse mortgage products must be detailed in the space provided.

Amortization Type - Indicate either fixed-rate or adjustable-rate (ARM) amortization. If ARM is selected, indicate if the adjustment will occur monthly or annually.

Section II. Primary Residence Property Information

Subject Property Address - The address of the applicant's primary residence - including the county name and the ZIP code - should be entered.

Legal Description of Subject Property - Enter the legal description of the property as shown on the title insurance commitment or survey. The legal description may be attached to the loan application if it is lengthy.

No. of Units - Enter the number of family units on the subject property.

For example, "1" would be used to indicate a single-family property. "2" would indicate a duplex, etc.

Year Built - Indicate the year the property was constructed.

Estimate of Appraised Value - Enter an estimate of the property value. (An exact valuation is not necessary as verification will occur during the property appraisal process.)

Residence Type - Primary residence must be checked. Check "primary residence" and "investment property" if applicant resides in a multi-unit property with rental tenants.

Property Title is Held in These Names - List names of all titleholders to the property.

Property Title Held As - Identify how the property rights are held: fee simple, life estate, or leasehold estate. If leasehold estate is selected, enter the expiration date of the lease. If title is also held as an inter vivos (living) trust, check the corresponding box. Check the applicable trust type, irrevocable or revocable.

Section III. Borrower Information

Borrower's Name - Indicate the full legal name of the applicant, as the titleholder to the subject property.

Co-Borrower's Name - Indicate the full legal name of the co-applicant, if also a titleholder to the subject property.

Social Security Number - Enter the applicant's social security number, and co-applicant's social security number, if applicable.

Date of Birth - Enter the applicant's birth date, and co-applicant's birth date, if applicable.

Monthly Income - Enter the applicant's monthly income, and co-applicant's monthly income, if applicable.

Real Estate Assets - Enter total value of applicant's real estate assets.

Available Assets - Enter the amount of the applicant's available (liquid) assets.

Home Phone - Enter the applicant's home phone number, and co-applicant's home phone number, if applicable. Include the area code for each phone number.

Years of Residence at Present Address - Enter the number of years the applicant has resided at the subject property address. Provide the same information for the co-applicant, if applicable.

Marital Status - Check the box that represents the applicant's marital status. Provide the same information for the co-applicant, if applicable.

Alternative Contact Person - Provide the name, home address, and telephone number for a family member, friend, or advisor to the applicant. The contact person should be someone who has access to and/or maintains regular communication with the applicant. Provide the same information for the co-applicant, if applicable.

Section IV. Liens Against the Property

The applicant must provide information on unpaid liens against the primary property. The name and address of the creditor(s), as well as the lien account number(s) and balance(s) owed, must be completed.

The total unpaid balance of these property liens should be totaled and entered in the space provided.

Section V. Total Non-Real Estate Debts

List the total of all debts not related to real estate. This may include automobile loans and revolving charge cards.



Section VI. Declarations

The applicant and co-applicant, if applicable, must complete Blocks a. through k., using "Yes" or "No" as responses. Blocks d. and j. require a detailed explanation if the response is affirmative. For Blocks g. and h., note that FHA requires the applicant (s) and co-applicant(s) to be either United States citizens or lawful permanent resident aliens. FHA will insure a mortgage to the permanent resident alien under the same terms and conditions as United States citizens.

Section VII. Acknowledgment and Agreement

The applicant and co-applicant, if applicable, should read this section carefully, indicate the date of signature, and sign in the pertinent blocks.

Section VIII. Information for Government Monitoring Purposes

These blocks may be completed. If the borrower chooses not to furnish any or all of this information, Federal Regulations require that the lender note that choice on the application. Federal Regulations also require the lender to note the race or national origin and sex of the applicant on the basis of visual observation or surname. This information is collected, in part, for the Home Mortgage Disclosure Act (HMDA).

2. Instructions for completing the HUD/VA Addendum (Form 92900-A)

The HUD/VA Addendum (92900-A) consists of four 4 pages. These four pages contain statutory and regulatory information and certifications and should be completed, signed, and dated, and included in the case binder. For lenders who are not approved for direct endorsement or have pre-closing status, the documentation should be completed, signed, and included in the case binder at the time of submission for firm commitment. A copy of the Addendum must be provided to the borrower. The instructions below relate to completing the Addendum for the HECM Program.

PART I -Identifying Information

Section of the Act (Block 4) - Enter the same code that follows the FHA case number in Section 1 of the loan application.

Loan Amount (Block 7) - Enter the principal limit in this block.

Interest Rate (Block 8) - For Adjustable Rate HECMs, enter the Expected Average Mortgage Interest Rate ("expected rate") in the block. For Fixed Rate HECMs, enter the Fixed Mortgage Interest Rate.

Do not complete blocks 9, 10, 12a, 12b, and 20.





Demographic Information Addendum. This section ask about your ethnicity, sex, and race.

Demographic Information of Borrower

The purpose of collecting this information is to help ensure that all applicants are treated fairly and that the housing needs of communities and neighborhoods are being fulfilled. For residential mortgage lending, federal law requires that we ask applicants for their demographic information (ethnicity, sex, and race) in order to monitor our compliance with equal credit opportunity, fair housing, and home mortgage disclosure laws. You are not required to provide this information, but are encouraged to do so. The law provides that we may not discriminate on the basis of this information, or on whether you choose to provide it. However, if you choose not to provide the information and you have made this application in person, federal regulations require us to note your ethnicity, sex, and race on the basis of visual observation or surname. The law also provides that we may not discriminate on the basis of age or marital status information you provide in this application.

Instructions: You may select one or more designations for "Ethnicity" and one or more designations for "Race." If you do not wish to provide some or all of this information, select the applicable check box.

Ethnicity - Check one or more

- Hispanic or Latino
 Mexican Puerto Rican Cuban
 Other Hispanic or Latino - Enter origin:

Examples: Argentinean, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, etc.

- Not Hispanic or Latino
 I do not wish to provide this information

Race

- American Indian or Alaska Native - Enter name of enrolled or principal tribe: _____

Asian

- Asian Indian Chinese Filipino
 Japanese Korean Vietnamese

Other Asian - Enter race:

Examples: Hmong, Laotian, Thai, Pakistani, Cambodian, etc.

Black or African American

Native Hawaiian or Other Pacific Islander

- Native Hawaiian Guamanian or Chamorro Samoan
 Other Pacific Islander - Enter Race:

Examples: Fijian, Tongan, etc.

White

I do not wish to provide this information

Sex

- Female
 Male
 I do not wish to provide this information

To Be Completed by Financial Institution (for application taken in person):

Was the ethnicity of the Borrower collected on the basis of visual observation or surname?

NO YES

Was the sex of the Borrower collected on the basis of visual observation or surname?

NO YES

Was the race of the Borrower collected on the basis of visual observation or surname?

NO YES

The Demographic Information was provided through:

- Face-to-Face Interview (includes Electronic Media w/ Video Component) Telephone Interview Fax or Mail Email or Internet

Martin C Gonzalez

10-4-23

MARTIN C GONZALEZ

Date



Demographic Information Addendum. This section ask about your ethnicity, sex, and race.

Demographic Information of Borrower

The purpose of collecting this information is to help ensure that all applicants are treated fairly and that the housing needs of communities and neighborhoods are being fulfilled. For residential mortgage lending, federal law requires that we ask applicants for their demographic information (ethnicity, sex, and race) in order to monitor our compliance with equal credit opportunity, fair housing, and home mortgage disclosure laws. You are not required to provide this information, but are encouraged to do so. The law provides that we may not discriminate on the basis of this information, or on whether you choose to provide it. However, if you choose not to provide the information and you have made this application in person, federal regulations require us to note your ethnicity, sex, and race on the basis of visual observation or surname. The law also provides that we may not discriminate on the basis of age or marital status information you provide in this application.

Instructions: You may select one or more designations for "Ethnicity" and one or more designations for "Race." If you do not wish to provide some or all of this information, select the applicable check box.

Ethnicity - Check one or more

- Hispanic or Latino
 Mexican Puerto Rican Cuban
 Other Hispanic or Latino - Enter origin:

Examples: Argentinean, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, etc.

- Not Hispanic or Latino
 I do not wish to provide this information

Race

American Indian or Alaska Native - Enter name of enrolled or principal tribe: _____

Asian
 Asian Indian Chinese Filipino
 Japanese Korean Vietnamese

Other Asian - Enter race: _____
 Examples: Hmong, Laotian, Thai, Pakistani, Cambodian, etc.

Black or African American
 Native Hawaiian or Other Pacific Islander
 Native Hawaiian Guamanian or Chamorro Samoan
 Other Pacific Islander - Enter Race: _____

Examples: Fijian, Tongan, etc.

White

I do not wish to provide this information

Sex

- Female
 Male
 I do not wish to provide this information

To Be Completed by Financial Institution (for application taken in person):

Was the ethnicity of the Borrower collected on the basis of visual observation or surname? NO YES

Was the sex of the Borrower collected on the basis of visual observation or surname? NO YES

Was the race of the Borrower collected on the basis of visual observation or surname? NO YES

The Demographic Information was provided through:

- Face-to-Face Interview (includes Electronic Media w/ Video Component) Telephone Interview Fax or Mail Email or Internet


 BLANCA D GONZALEZ

10-4-23
 Date



Addendum to Residential Loan Application Fannie Mae Form 1009

I. Primary Residence Additional Property Information

2 Number of individuals that will occupy the subject property.

II. Monthly Income and Combined Property Expense Information

Gross Monthly Income	Borrower	Co-Borrower	Jointly Held	Total
Asset Dissipation (from assets)	\$0.00	\$0.00	\$0.00	\$0.00
Social Security	\$2,024.30	\$0.00	\$0.00	\$2,024.30
Total	\$2,024.30	\$0.00	\$0.00	\$2,024.30

*Self-employed borrowers may be required to provide additional documentation, such as tax returns and financial statements.

**Alimony, child support, or separate maintenance income need not be revealed if the borrower or co-borrower does not choose to have it considered as a source of income.

Describe Other Income	Borrower	Co-Borrower	Jointly Held	Total
	\$			
	\$			
	\$			

Combined Monthly Expenses	Total
Real Estate Taxes	\$304.48
Hazard Insurance	\$297.13
Flood Insurance	\$0.00
HOA, PUD, Condo Fees	\$0.00
Other Property Fees	\$0.00
Alimony/Child Support**	\$0.00
Job-Related	\$0.00
Other Non-Property Fees	\$545.47
Total	\$1,147.08

III. Employment Information

Borrowers must provide two (2) years of employment history if currently employed and using employment as a source of income. Please attach a continuation sheet, if necessary.

Name & Address of Employer (check if self-employed)	Self-employed	Business Phone (include area code)	Start Date	Part-time	End Date	Current Job	Monthly Income	Borrower Co-Borrower



IV. Liabilities and Assets

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis. Otherwise, separate Statements and schedules are required. If the Co-Borrower section was completed for a non-borrowing spouse or other person, this statement and supporting schedules must also be completed for that spouse or other person also.

Liabilities

List the creditor's name, address, and account number for all outstanding debts, including liens against the subject property. Include automobile loans, revolving charge accounts, real estate loans, alimony, child support, stock pledges, etc. Use a continuation sheet, if necessary.

Name and Address of Creditor (check if lien on subject property)	Lien	Account Number and Type	Unpaid Balance	Monthly Payment
HOPKINS FURNITURE INC 1509 NW 28TH ST FORT WORTH, TX 76164	<input type="checkbox"/>	#162329 Type:	\$0.00	\$0.00
CAVALRY PORTFOLIO SERV 4050 E COTTON CENTER BLV PHOENIX, AZ 85040	<input type="checkbox"/>	#222676** Type:	\$2,560.00	\$128.00
CAP1/WSI , US	<input type="checkbox"/>	#600430*****7276 Type:	\$1,808.00	\$67.00
I.C. SYSTEM, INC PO BOX 64378 SAINT PAUL, MN 55164	<input type="checkbox"/>	#140378*** Type:	\$141.00	\$7.05
BARCLAYS BANK DELAWARE 1007 N ORANGE ST WILMINGTON, DE 19801	<input type="checkbox"/>	#000243*****472 Type:	\$0.00	\$0.00
JPMCB HOME PO BOX 1093 NORTHRIDGE, CA 91328	<input type="checkbox"/>	#1563300463545 Type:	\$0.00	\$0.00
CB/WSVISA , US	<input type="checkbox"/>	#454686*****1243 Type:	\$0.00	\$0.00
HOPKINS FURNITURE INC 1509 NW 28TH ST FORT WORTH, TX 76164	<input type="checkbox"/>	#166336 Type:	\$0.00	\$0.00
Total Monthly Payments				\$202.05



Assets

List checking and savings accounts, certificates of deposit, retirement accounts, stocks and bonds, cash on hand, private savings clubs, and any other asset. For each asset, indicate if withdrawals from that account are or would be taxed. Use a continuation sheet, if necessary.

Name and Address of Institution	Account Number and Type	Cash or Market Value	Taxable
	# Type:		

Total Assets

V. Schedule of Real Estate Owned

Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet.) Property Address (Enter S if sold, PS if pending sale or R if rental being held for income)	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes, Misc.	Net Rental Income
11237 GARY AVE, CROWLEY, TX, 76036 Property Type: Single Family Status:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name:

Creditor Name:

Account Number:

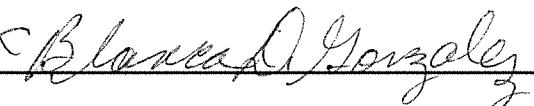


VI. Acknowledgment and Agreement

Each of the undersigned specifically represents to Lender and Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors, and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors, or assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors, and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented in this application should change prior to closing the Loan; (8) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; and (9) neither Lender nor its agents, brokers, insurers, servicers, successors, or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property.

Acknowledgment: Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors, and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.

Certification: I/We certify that the information provided in this application is true and correct as of the date set forth opposite my/our signature(s) on this application and acknowledge my/our understanding that any intentional or negligent misrepresentation(s) of the information contained in this application may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United State Code, Section 1001, et seq. and liability for monetary damages to the Lender, its agents, successors and assigns, insurers, and any other person who may suffer any loss due to reliance upon any misrepresentation which I/we have made on this application.

Borrower's Signature	Date	Co-Borrower's Signature	Date
 Yvette C. Gonzalez	10-4-23	 Blanca D. Gonzalez	10-4-23



Continuation Section/Residential Loan Application Addendum

Use this continuation section if you need more space to complete the Residential Loan Application. Mark **B** for Borrower or **C** for Co-Borrower.

Borrower: MARTIN C GONZALEZ	Agency Case Number: 513-2669257
Co-Borrower: BLANCA D GONZALEZ	Lender Case Number: 4661496

I/We fully understand that it is a federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature <i>X Martin Gonzalez</i>	Date 10-4-23	Co-Borrower's Signature <i>X Blanca Gonzalez</i>	Date 10-4-23
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Appendix 1 - HECM Financial Analysis Worksheet

HECM FINANCIAL ASSESSMENT WORKSHEET

FHA CASE NO. 513-2669257

MORTGAGOR NAME(S): MARTIN C and BLANCA D GONZALEZ

PROPERTY ADDRESS: 11237 GARY AVENUE, CROWLEY, Texas 76036

SECTION A: PROPERTY CHARGE PAYMENT HISTORY

PROPERTY CHARGE	CURRENT		DELINQUENT IN LAST 24 MONTHS	
REAL ESTATE TAXES	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
OTHER ASSESSMENTS	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO
HOA FEES	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO
PUD FEES	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO
CONDO FEES	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO
IN PLACE FOR LAST 12 MONTHS				
HAZARD/HOMEOWNERS INSURANCE	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
LOOD INSURANCE	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A	

SECTION B: CREDIT HISTORY

NSTALLMENT CREDIT ACCOUNT	NUMBER OF DELINQUENT PAYMENTS LAST 24 MONTHS		
	30 DAY	60 DAY	90 DAY
HOPKINS FURNITURE INC	0	0	0
HOPKINS FURNITURE INC	0	0	0
NUMBER OF DELINQUENT PAYMENTS LAST 12 MONTHS			
REVOLVING CREDIT ACCOUNT	30 DAY	60 DAY	90 DAY
	1	1	1
BARCLAYS BANK DELAWARE	0	0	0

SECTION C: ASSETS

ASSET ACCOUNT	minus	MORTGAGOR FUNDS NEEDED TO CLOSE	NET VALUE



SECTION D: CALCULATION OF IMPUTED INCOME FROM ASSET DISSIPATION

ASSET ACCOUNT	NET VALUE	X	% VALUE	=	DISCOUNTED VALUE
			%	=	

TOTAL DISCOUNTED VALUE OF ASSETS

divided by LIFE EXPECTANCY OF YOUNGEST MORTGAGOR IN MONTHS (LIFE EXPECTANCY X 12)

equals TOTAL IMPUTED MONTHLY INCOME FROM ASSETS

SECTION E: CALCULATION OF MAINTENANCE AND UTILITY EXPENSES

SQUARE FOOTAGE OF PROPERTY _____ 2,453 SQUARE FEET

multiplied by \$0.14 X 0.14

equals MONTHLY MAINTENANCE AND UTILITY EXPENSES \$343.42

SECTION F: MONTHLY EFFECTIVE INCOME

MONTHLY INCOME SOURCE	AMOUNT
Asset Dissipation	\$0.00
Social Security	\$2,024.30
TOTAL MONTHLY EFFECTIVE INCOME FROM ALL SOURCES:	\$2,024.30

SECTION G: MONTHLY PROPERTY CHARGES

PROPERTY CHARGE	ANNUAL AMOUNT	DIVIDED BY	EQUALS	MONTHLY AMOUNT
Other Assessments	\$0.00	12	=	\$0.00
Real Estate Taxes	\$3,653.76	12	=	\$304.48
Hazard Insurance	\$3,565.54	12	=	\$297.13
PUD Fees	\$0.00	12	=	\$0.00
HOA Dues	\$0.00	12	=	\$0.00
Condo Fees	\$0.00	12	=	\$0.00
Ground Rents	\$0.00	12	=	\$0.00
Flood Insurance	\$0.00	12	=	\$0.00
TOTAL MONTHLY PROPERTY CHARGES:				\$601.61



SECTION H: OTHER MONTHLY EXPENSES

MONTHLY EXPENSE SOURCE	OUTSTANDING BALANCE	MONTHLY PAYMENT	MONTHLY EXPENSE SOURCE	OUTSTANDING BALANCE	MONTHLY PAYMENT
INCOME TAXES	N/A	\$0.00	ALIMONY AND CHILD SUPPORT	N/A	\$0.00
FICA	N/A	\$0.00	JUDGMENT PAYMENTS	N/A	\$0.00
INSTALLMENT ACCOUNTS	\$0.00	\$0.00	BANKRUPTCY PAYMENTS	N/A	\$0.00
REVOLVING ACCOUNTS	\$1,808.00	\$67.00	MAINTENANCE AND UTILITIES	N/A	\$343.42
OTHER EXPENSE SOURCES		OUTSTANDING BALANCE		MONTHLY PAYMENT	
		\$			

TOTAL ALL OTHER MONTHLY EXPENSES:

SECTION I: RESIDUAL INCOME

TOTAL MONTHLY EFFECTIVE INCOME FROM ALL SOURCES		\$2,024.30
<i>minus</i> TOTAL MONTHLY PROPERTY CHARGES		\$601.61
<i>minus</i> TOTAL OTHER MONTHLY EXPENSES		\$545.47
<i>equals</i> MONTHLY RESIDUAL INCOME		\$877.22

SECTION J: RESIDUAL INCOME SHORTFALL

HOUSEHOLD SIZE:	2	REQUIRED RESIDUAL INCOME	\$886.00
		<i>minus</i> MORTGAGOR RESIDUAL INCOME	\$2,438.73
REGION:	South	RESIDUAL INCOME SHORTFALL*	\$0.00
		<small>*If negative number, enter zero</small>	

SECTION K: MONTHLY PROPERTY TAXES AS % OF MONTHLY INCOME

<i>divided by</i>	TOTAL MONTHLY PROPERTY TAXES	\$304.48
<i>equals</i>	TOTAL MONTHLY EFFECTIVE INCOME FROM ALL SOURCES	\$2,984.20
		15.04 %

SECTION L: EXTENUATING CIRCUMSTANCES



SECTION M: COMPENSATING FACTORS

Since loan is in a full LESA property charges can be backed out of total expenses: \$1,147.08 - \$601.61 = \$545.47

RESULTS OF FINANCIAL ASSESSMENT

PROPERTY CHARGE PAYMENT HISTORY	ACCEPTABLE	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
RREDIT HISTORY	ACCEPTABLE	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
ESIDUAL INCOME	ACCEPTABLE	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
ULLY FUNDED LIFE EXPECTANCY SET-ASIDE REQUIRED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	AMOUNT <u>\$79,416.11</u>
ARTIALLY FUNDED LIFE EXPECTANCY SET-ASIDE REQUIRED	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	AMOUNT <u>\$0.00</u>
FINANCIAL ASSESSMENT RESULT	Borrower Fails Financial Assessment		

UNDERWRITING ANALYSIS

All LESA required. Credit reflects several late payments as well as collection/charge off accounts. Property taxes paid satisfactory. Next tax payment due 1/31/2024.

o mortgage on subject property. Qualified only using income for Martin, no income used for Blanca.

DE UNDERTAKER CHUMS ID	DE UNDERWRITER SIGNATURE	DATE
CV11		

HUD Addendum to Uniform Residential Loan Application

OMB Approval No. VA: 2502-0059 (exp 12/31/2023)

Part I - Identifying Information (mark the type of application) HUD/FHA Application for Insurance under the National Housing Act and Borrower certification		FHA Case No. (include any suffix) 513-2669257-962	Mortgage Case No. 4661496
Mortgagee I.D. 012360005		Sponsor I.D. N/A	Agent I.D. N/A
Mortgagee Name, Address (include zip code) and Telephone Number South River Mortgage, LLC 1750 Forest Drive, Suite 195 Annapolis, MD 21401 844-230-6679		Name & Address of Sponsor N/A	Name & Address of Agent N/A
Type or Print all entries clearly			
Borrower's Name & Present Address (Include zip code) MARTIN C and BLANCA D GONZALEZ 11237 Gary Avenue CROWLEY, TX 76036		Property Address (including name of subdivision, lot & block no. & zip code) 11237 GARY AVENUE CROWLEY, Texas 76036 THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF TARRANT, STATE OF TX, AND IS	
Sponsored Originations	Name of Third-Party Originator		NMLS ID of Third Party Originator

Part II: Borrower Consent for Social Security Administration to Verify Social Security Number

I authorize the Social Security Administration (SSA) to verify my Social Security Number (SSN) to the Mortgagee and HUD/FHA. I authorize SSA to provide explanatory information to HUD/FHA in the event of a discrepancy. This consent is valid for 180 days from the date signed, unless indicated otherwise by the individual(s) named in this loan application.

Signature(s) of Borrower(s) - Read consent carefully. Review accuracy of Social Security Number(s) provided on this application.

Borrower's Name	MARTIN C GONZALEZ	Co-Borrower's Name	BLANCA D GONZALEZ
Date of Birth	02/18/1953	Date of Birth	5/11/1954
Social Security Number	465-98-4258	Social Security Number	451-02-5487

Signature(s) of Borrower(s)

Date signed

Signature(s) of Co-Borrower(s)

Date signed

Part III - Borrower Notices, Information, and Acknowledgment

Public Reporting Burden

ublic reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number, which can be located on the OMB Internet page at <http://www.reginfo.gov/public/do/PRAMain>.

Privacy Act Information

The information requested on the Uniform Residential Loan Application and this Addendum is authorized by the National Housing Act of 1934, 2 U.S.C. § 1701, et seq. The Debt Collection Act of 1982, Pub. L. 97-365, and HUD's Housing and Community Development Act of 1987, 42 U.S.C. § 3543, require persons applying for a federally insured loan to furnish their SSN. You must provide all the requested information, including your SSN. HUD may conduct a computer match to verify the information you provide. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not otherwise be disclosed outside of HUD except as required and permitted by law. The information will be used to determine whether you qualify as a mortgagor. Failure to provide any of the requested information, including SSN, may result in disapproval of your loan application. This is notice to you as required by the Right to Financial Privacy Act of 1978 that HUD/FHA has a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to HUD/FHA without further notice or authorization but will not be disclosed or released by the institution to another Government agency or Department without your consent except as required or permitted by law.

WARNING: This warning applies to all certifications made in this document.

Anyone who knowingly submits a false claim, or makes false statements is subject to criminal and civil penalties, including confinement for up to 5 years, fines and civil penalties. 18 U.S.C. 287, 1001 and 31 U.S.C. 3729



Caution: Delinquencies, Defaults, Foreclosures and Abuses

Delinquencies, defaults, foreclosures and abuses of mortgage loans involving programs of the Federal Government can be costly and detrimental to your credit, now and in the future. The Mortgagee in this transaction, its agents and assigns, as well as the Federal Government, its agencies, agents and assigns are authorized to take any and all of the following actions in the event loan payments become delinquent on the mortgage loan described in the attached application: (1) Report your name and account information to a credit bureau; (2) Assess additional interest and penalty charges for the period of time that payment is not made; (3) Assess charges to cover additional administrative costs incurred by the Federal Government to service your account; (4) Offset amounts owed to you under other Federal programs; (5) Refer our account to a private attorney, collection agency or mortgage servicing agency to collect the amount due, foreclose the mortgage, sell the property, and seek judgment against you for any deficiency; (6) Refer your account to the Department of Justice (DOJ) for litigation in the courts; (7) If you are a current or retired Federal employee, take action to offset your salary, or civil service retirement benefits; (8) Refer your debt to the Internal Revenue Service for offset against any amount owed to you as an income tax refund; and (9) Report any resulting written offset of yours to the Internal Revenue Service as your taxable income. All of these actions may be used to recover any debts owed when it is determined to be in the interest of the Mortgagee or Federal Government, or both.

As a mortgage loan borrower, you will be legally obligated to make the mortgage payments called for by your mortgage loan contract. The fact that you dispose of your property after the loan has been made will not relieve you of liability for making these payments. Payment of the loan in full is ordinarily the way liability on a mortgage note is ended. Some home buyers have the mistaken impression that if they sell their homes when they move to another locality, or dispose of it for any other reasons, they are no longer liable for the mortgage payments and that liability for these payments is solely that of the new owners. Even though the new owners may agree in writing to assume liability for your mortgage payments, this assumption agreement will not relieve you from liability to the holder of the note which you signed when you obtained the loan to buy the property. Unless you are able to sell the property to a buyer who is acceptable to HUD/FHA who will assume the payment of your obligation to the lender, you will not be relieved from liability to repay any claim which HUD/FHA may be required to pay your lender on account of default in your loan payments. The amount of any such claim payment may be a debt owed by you to the Federal Government and subject to established collection procedures.

Fair Housing Act I and anyone acting on my behalf are, and will remain, in compliance with the Fair Housing Act, 42 U.S.C. § 3604, et seq., with respect to the dwelling or property covered by the loan and in the provision of services or facilities in connection therewith. I recognize that any restrictive covenant on this property related to race, color, religion, sex, disability, familial status, or national origin is unlawful under the Fair Housing Act and unenforceable. I further recognize that in addition to administrative action by HUD, a civil action may be brought by the DOJ in any appropriate U.S. court against any person responsible for a violation of the applicable law.

Certification and Acknowledgment

All information in this application is given for the purpose of obtaining a loan to be insured under the National Housing Act and the information in the Uniform Residential Loan Application and this Addendum is true and complete to the best of my knowledge and belief. Verification may be obtained from any source named herein. I have read and understand the foregoing concerning my liability on the loan and Part III, Borrower Duties, Information, and Acknowledgment.

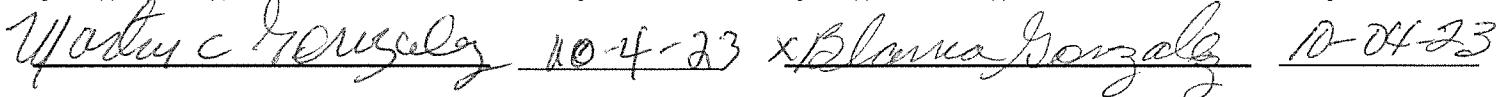
Signature(s) of Borrower(s) - Do not sign unless this application is fully completed. Read the certification carefully and review accuracy of this application.

Signature(s) of Borrower(s)

Date signed

Signature(s) of Co-Borrower(s)

Date signed



Borrower Name: MARTIN C GONZALEZ

FHA Case No:

513-2669257-962

Part IV - Direct Endorsement Approval for a HUD FHA-Insured Mortgage

A. Underwriting the Borrower

Date Mortgage Approved: 09/15/2023 Date Approval Expires: 11/06/2023

For mortgages rated as an "accept" or "approve" by FHA's TOTAL Mortgage Scorecard:

- The information submitted to TOTAL was documented in accordance with Single Family Housing Policy Handbook 4000.1 (SF Handbook) and accurately represents the final information obtained by the mortgagee; and
- This mortgage complies with SF Handbook 4000.1 Section II.A.4.e Final Underwriting Decision (TOTAL) to the extent that no defect exists in connection with the underwriting of this mortgage such that it should not have been approved in accordance with FHA requirements.

I certify that the statements above are materially correct, with the understanding that, in the event HUD elects to pursue a claim arising out of or relating to any inaccuracy of this certification, HUD will interpret the severity of such inaccuracy in a manner that is consistent with the HUD Defect Taxonomy in effect as of the date this mortgage is endorsed for insurance.

Mortgagee Representative Signature: _____

Printed Name: _____

Title: _____

----- OR -----

For mortgages rated as a "refer" by FHA's TOTAL Mortgage Scorecard, or manually underwritten by a Direct Endorsement underwriter:

- I have personally reviewed and underwritten the borrower's credit application;
- The information used to underwrite the borrower was documented in accordance with Single Family Housing Policy Handbook 4000.1 (SF Handbook) and accurately represents the final information obtained by the mortgagee; and
- This mortgage complies with SF Handbook 4000.1 Section II.A.5.d Final Underwriting Decision (Manual) to the extent that no defect exists in connection with the underwriting of this mortgage such that it should not have been approved in accordance with FHA requirements.

I certify that the statements above are materially correct, with the understanding that in the event HUD elects to pursue a claim arising out of or relating to any inaccuracy of this certification, HUD will interpret the severity of such inaccuracy in a manner that is consistent with the HUD Defect Taxonomy in effect as of the date this mortgage is endorsed for insurance.

Direct Endorsement Underwriter Signature: _____ DE's ID Number: CV11

B. Underwriting the Property

For all mortgages where FHA requires an appraisal, I have personally reviewed and underwritten the appraisal according to FHA requirements.

I certify that the statements above are materially correct, with the understanding that in the event HUD elects to pursue a claim arising out of or relating to any inaccuracy of this certification, HUD will interpret the severity of such inaccuracy in a manner that is consistent with the HUD Defect Taxonomy in effect as of the date this mortgage is endorsed for insurance.

Direct Endorsement Underwriter Signature: _____ DE's ID Number: CV11

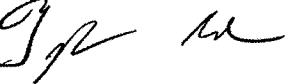


Part V. Mortgagee's Certification

I have personally reviewed the mortgage documents and the application for insurance endorsement; and

This mortgage complies with SF Handbook 4000.1 Section II.A.7 Post-Closing and Endorsement to the extent that no defect exists that could have changed the decision to endorse or submit the mortgage for insurance.

I certify that the statements above are materially correct, with the understanding that in the event HUD elects to pursue a claim arising out of or relating to any inaccuracy of this certification, HUD will interpret the severity of such inaccuracy in a manner that is consistent with the HUD effect Taxonomy in effect as of the date this mortgage is endorsed for insurance.

Mortgagee South River Mortgage, LLC	
Name of Mortgagee's Representative Tyler Plack	
Title of Mortgagee's Representative President	
Signature of the Mortgagee's Representative 	Date 10/03/2023





Home Equity Conversion Mortgage Notice of Right to Cancel

Date Notice Given: **10/4/2023** FHA Case Number: **513-2669257-962**
Lender: **South River Mortgage, LLC** Loan Number: **4661496**

Borrower: **1750 Forest Drive, Suite 195, Annapolis, MD 21401**
Property Address: **MARTIN C and BLANCA D GONZALEZ**
11237 GARY AVENUE, CROWLEY, Texas 76036

1. YOUR RIGHT TO CANCEL

We have agreed to establish an open end credit account for you, and you have agreed to give us a mortgage on your home as security for the account. You have a legal right under federal law to cancel the account, without cost, within three business days from whichever of the following events occurs last:

- (1) the opening date of your account, which is **10/4/2023**; or
- (2) the date you received your Truth-in-Lending disclosures; or
- (3) the date you received this notice of your right to cancel the account.

If you cancel the account, the mortgage on your home is also canceled. Within 20 calendar days after we receive your notice, we must take the necessary steps to reflect the fact that the mortgage on your home has been canceled. We must return to you any money you have given to us or to anyone else in connection with this account.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

2. HOW TO CANCEL

If you decide to cancel this account, you may do so by notifying us in writing at: **1750 Forest Drive, Suite 195, Annapolis, MD 21401**. You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of **10/7/2023** (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL.

Borrower Signature

Date

Borrower Signature

Date



ACKNOWLEDGMENT OF RECEIPT

I hereby acknowledge receipt of two completed copies of the Home Equity Conversion Mortgage Notice of Right to Cancel and a copy of the Federal Truth-in-Lending Loan Disclosure.



MARTIN C GONZALEZ

10-4-23
Date



Home Equity Conversion Mortgage Notice of Right to Cancel

Date Notice Given: **10/4/2023**

Lender: **South River Mortgage, LLC**

FHA Case Number: **513-2669257-962**

Loan Number: **4661496**

1750 Forest Drive, Suite 195, Annapolis, MD 21401

Borrower: **MARTIN C and BLANCA D GONZALEZ**

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Date

Borrower Signature

Date



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BLANCA D GONZALEZ

10-4-23
Date



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FHA Case Number: **513-2669257-962**

Loan Number: **4661496**

1750 Forest Drive, Suite 195, Annapolis, MD 21401

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Date

Borrower Signature

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MARTIN C GONZALEZ

10-4-23
Date



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Date Notice Given: **10/4/2023**

Lender: **South River Mortgage, LLC**

FHA Case Number: **513-2669257-962**

Loan Number: **4661496**

1750 Forest Drive, Suite 195, Annapolis, MD 21401

Borrower: **MARTIN C and BLANCA D GONZALEZ**

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I WISH TO CANCEL.

Borrower Signature

Date

Borrower Signature

Date



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BLANCA D GONZALEZ


Date



Home Equity Conversion Mortgage Notice of Right to Cancel

Date Notice Given: **10/4/2023**

Lender: **South River Mortgage, LLC**

FHA Case Number: **513-2669257-962**

Loan Number: **4661496**

1750 Forest Drive, Suite 195, Annapolis, MD 21401

Borrower: **MARTIN C and BLANCA D GONZALEZ**

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Date

Borrower Signature

Date



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Martin Gonzalez
MARTIN C GONZALEZ

10-4-23
Date



Home Equity Conversion Mortgage Notice of Right to Cancel

Date Notice Given: **10/4/2023**

Lender: **South River Mortgage, LLC**

FHA Case Number: **513-2669257-962**

Loan Number: **4661496**

1750 Forest Drive, Suite 195, Annapolis, MD 21401

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1. YOUR RIGHT TO CANCEL

We have agreed to establish an open end credit account for you, and you have agreed to give us a mortgage on your home as security for the account. You have a legal right under federal law to cancel the account, without cost, within three business days from whichever of the following events occurs last:

- (1) the opening date of your account, which is **10/4/2023**; or
- (2) the date you received your Truth-in-Lending disclosures; or
- (3) the date you received this notice of your right to cancel the account.

If you cancel the account, the mortgage on your home is also canceled. Within 20 calendar days after we receive your notice, we must take the necessary steps to reflect the fact that the mortgage on your home has been canceled. We must return to you any money you have given to us or to anyone else in connection with this account.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

2. HOW TO CANCEL

If you decide to cancel this account, you may do so by notifying us in writing at: **1750 Forest Drive, Suite 195, Annapolis, MD 21401**. You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of **10/7/2023** (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL.

Borrower Signature

Date

Borrower Signature

Date



ACKNOWLEDGMENT OF RECEIPT

I hereby acknowledge receipt of two completed copies of the Home Equity Conversion Mortgage Notice of Right to Cancel and a copy of the Federal Truth-in-Lending Loan Disclosure.


BLANCA D GONZALEZ


Date

File Number: SRM-141976-REV
Property: 11237 Gary Avenue, Crowley, TX 76036
Borrower(s): Martin C Gonzalez and Blanca D Gonzalez

PROCEEDS INSTRUCTIONS

THIS FORM SERVES AS INSTRUCTIONS TO THE SETTLEMENT AGENT REGARDING DISBURSEMENT OF PROCEEDS LISTED ON THE FIRST PAGE OF YOUR CLOSING DISCLOSURE.

Please read the following before selecting an option:

- The Settlement Agent reserves the right to require new instructions if the instructions require Settlement Agent to disburse funds against Settlement Agent Procedures.
- If you do not select one of the below options - funds will be sent via check to the property address listed on the Settlement Statement.
- Checks:
 - All courtesy payoff and creditor checks will be sent to you via UPS overnight shipment to be forwarded to the appropriate party with an account statement.
 - *All checks over \$5,000 will automatically be sent via overnight delivery & the applicable charge deducted, as long as mailing address is not a P.O. Box.

SELECT ONE OF THE FOLLOWING METHODS:

<input checked="" type="checkbox"/>	CHECK	Standard Delivery (USPS) – 3-7 Business Days	No Additional Charge
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Please provide mailing address (if different than property):

<input type="checkbox"/>	CHECK	Overnight Delivery – Next Business Day*	\$25.00 deducted from proceeds
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Please provide mailing address (if different than property) No P.O. Boxes:

<input type="checkbox"/>	WIRE	Same Day Wire Transfer**	\$20.00 deducted from proceeds
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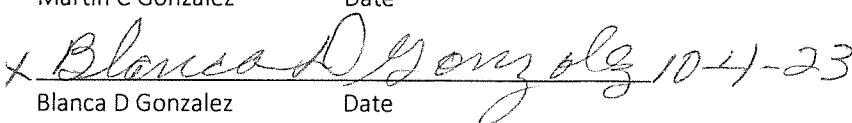
****A voided check or screenshot of bank information must be provided if this option is selected-HAND WRITTEN INFORMATION WILL NOT BE ACCEPTED****

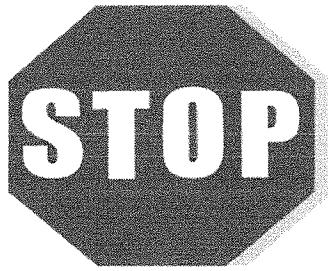
If not provided, a check will be issued and sent overnight delivery.

If you have any questions regarding the disbursement of proceeds, or options provided, please contact us by calling 401-865-6400, or by emailing Funding@summitsettlement.net.

Please sign below to acknowledge proceeds disbursement method selection. This document must be signed by all borrowers.

 10-4-23
Martin C Gonzalez Date

 10-4-23
Blanca D Gonzalez Date



READ THIS!!!

This is to help YOU! The most common signing errors are listed below. Use this to your benefit! Documents are date-sensitive. If you are not closing on **October 04, 2023**, contact closing for new dates.

- **SIGNATURES:**

- Must be signed as PRINTED below the signature lines.
 - Do not UNDERsign
- If not pre-printed below line, sign as printed on other documents
- Must be *consistent* across all docs
- Must be **DATED** when indicated on signature line

- **FUND TRANSFER INFORMATION form**

- Must sign **TWICE: TOP AND BOTTOM** - regardless of distribution method chosen
- If electronic chosen, a **VOIDED CHECK** must be **ATTACHED**

- **HUD/VA Addendum to Uniform Residential Loan Application (a.k.a. HUD-92900-A)**

- Page 2: TWO places for signatures
 - Part IV - approximately 1/3 way down page
 - Part V - bottom of page
- Page 4: approximately 1/3 way down page



- **Mortgages/Deeds of Trust**

- Must sign as name(s) appear - don't undersign.
- WITNESS STATES: Make sure witness(es) sign where needed.
- NOTARIZE, NOTARIZE, NOTARIZE: completely, including stamp

- **Home Equity Conversion Mortgage Disclosure and Borrower Certification Regarding Third Party Fees Form**

- If one signer: signature line at **BOTTOM of Page 1**
- If two signers: signatures are at **TOP of Page 2**
- Must **also** sign a **second time** (Lump Sum Disbursement Certification section) on bottom of Page 2

- **Notice of Right to Cancel (RTC)**

- If mistakenly signed in the "Cancel" box, then a NEW, CLEAN copy must be signed. Correcting is not an option.
- TRUST signings:
 - TWO *different* versions provided per signor
 - One to be signed as **INDIVIDUAL**
 - One to be signed as **TRUSTEE**

- **Residential Loan Application for Reverse Mortgages (a.k.a. 1009)**

- Signatures:
 - Page 1 - at the TOP
 - Page 4 - in the middle
 - Page 5 - at the bottom
 - DATE all signatures

Table of Contents

Borrower(s): **MARTIN C and BLANCA D GONZALEZ**
Company Name: **South River Mortgage, LLC**
Property Address: **11237 Gary Avenue, CROWLEY, TX 76036**
Print Date: **10/3/2023**

Stop and Read

Closing Instructions to Settlement Company

General Closing Instructions

F1M1009 2013

F1M1009 Demographic Information Addendum

F1M1009 Addendum

F1ECM Financial Analysis Worksheet

F1Iud Addendum 92900A Pages 1 and 2

F1Iud Addendum 92900A Pages 3 and 4

F1Disaster Area Notice

F1Amortization Schedule

F1Total Annual Loan Cost

F1Compare Reverse Mortgages

F1Print Screen - 2013

F1506-C IVES Request for Transcript of Tax Return

F1506-C IVES Request for Transcript of Tax Return 2nd copy

F1Estimate Of Closing Costs Worksheet

F1HUD-1 Settlement Statement

F1Addendum to HUD-1 Settlement Statement

F1IECM Federal Truth-In-Lending Closing Disclosure 2017

F1IECM Information Disclosure

F1IECM First Note - 2017

F1IECM Second Note - 2017

F1IECM First Security Instrument - 2017

F1IECM Second Security Instrument - 2017

F1IECM Loan Agreement - 2017

F1Exhibit 1 to Loan Agreement 2017 - Adjustable Rate Payment Plan

F1Exhibit 2 to Loan Agreement - Schedule of Closing Costs - Schedule of Liens

F1Notice To The Borrower - 2014

F1Private Well and or Septic Notice

Table of Contents

Borrower(s): **MARTIN C and BLANCA D GONZALEZ**
Company Name: **South River Mortgage, LLC**
Property Address: **11237 Gary Avenue, CROWLEY, TX 76036**
Print Date: **10/3/2023**

-HECM Notice of Right to Cancel
Taxpayer Consent Form
Patriot Act Identification Disclosure
ReverseMortgage Electronic Fund Transfer Request
Flood Insurance Certification
Hold Harmless Agreement
Name Affidavit
Name and Signature Affidavit
Mailing Address Affidavit
Nearest Living Relative
Choice of Insurance Option
Compliance Agreement
Borrower Cert re 3rd Party Fees - Lump Sum Disbursement
Mortgagee Certification 2013
Annuity Certification at Closing
Under Certification
Notice to Borrower at Loan Closing re Prepayment
Agreement to Pay Courier Fee
Disbursement Confirmation
Borrower Certification Of Appraisal Delivery
Tax and Insurance Payment Notice
Anti Churning Disclosure Hecm-Hecm Refi
IRMLA What You Need To Know After Closing
Receipt of Closing Docs Certification
Assignment Of Security Instrument
Mortgage
Collateral Protection Insurance Disclosure
Notice of Penalties for Making False or Misleading Statement
Loan Agreement Disclosure
Affidavit Of Reverse Mortgage Counseling
Invoice for Doc Prep

Closing Instructions

Closing Department Contact: Maria Villanueva
 240-391-7433 1040
 mvillanueva@southrivermtg.com Date: 10/3/2023
 Loan Number: 4661496
 FHA Case #: 513-2669257-962
 LoanProgram: HECM Monthly 1-Year CMT 5 CAP

Borrower Vesting: MARTIN C GONZALEZ AND BLANCA D GONZALEZ, HUSBAND AND WIFE

Property Address: 11237 GARY AVE
 CROWLEY, TX, JOHNSON, 76036-5139

Escrow Agent: Summit Title Agency, LLC

11200 Broadway Street, Suite 2743 401-865-6400
 Pearland, TX 77584

Escrow Agent Loan #: SRM-141976-REV

Signing Date:	10/4/2023	HUD-1 Loan Amount:	\$54,800.06
Expected Funding Date:	10/10/2023	- Fees excluded from Wire (EFW):	\$0.00
Title Coverage Amount:	\$530,000.00	+ Lender Paid Fee:	\$0.00
Cash to Borrower:	\$30,000.00	Wire Amount to Settlement:	\$54,800.06

The date on which the borrower(s) sign is very important. If the signing date cannot be met, contact
Maria Villanueva

HUD	Fees	Payable to	RFW	Financed	POC	LPOC
301	Origination Fee	South River Mortgage, LLC		\$6,000.00		
304	Appraisal fee	SouthRiver Mortgage, LLC fbo Property Rate		\$675.00		
305	Credit report	SouthRiver Mortgage, LLC fbo CIC Credit		\$94.56		
307	Flood certification	SouthRiver Mortgage, LLC fbo Service Link		\$14.00		
308	Document preparation	Gregg & Valby, PC		\$225.00		
315	MERS Registration	South River Mortgage, LLC fbo MERS		\$24.95		
902	Mortgage Insurance Premium	South River Mortgage, LLC fbo HUD		\$10,600.00		
903	Homeowner's insurance	Incline Casualty Company		\$1,425.60		
1102	Settlement or closing fee	Summit TitleAgency, LLC		\$1,875.00		
1104	Lender's title insurance	Summit TitleAgency, LLC		\$3,099.00		
1110	Miscellaneous Endorsements	Summit TitleAgency, LLC		\$224.95		
1111	Recording Service Fee	Summit TitleAgency, LLC		\$75.00		
1113	TX - Tax Certificate	Summit TitleAgency, LLC		\$32.00		
1114	TX - Texas Guaranty Fee	Title Insurance Guaranty		\$2.00		
1115	Courier Fee	Summit TitleAgency, LLC		\$75.00		
1202	Recording charges mortgage	County Recorder		\$358.00		
1303	HECM counseling fee	Quickcert, Inc.		\$0.00	\$145.00	

Liens Payoff

Lien Holder	Account #	Balance	Financed



Loan Officer Company NMLS #: 1854524
 Loan Officer NMLS #: 2076180
 2008-2023 ReverseVision, Inc. 4661,496

PRELIMINARY HUD-1 / SETTLEMENT STATEMENT MUST BE RECEIVED AND APPROVED BY CLOSING COORDINATOR PRIOR TO RELEASING FINAL LOAN DOCUMENTS.

LENDER NAME ON HUD-1 MUST BE: South River Mortgage, LLC

DO NOT ASSUME ANYTHING IN THE CLOSING OF THIS LOAN. Please read and follow the instructions contained on these pages very carefully. Your failure to comply with these instructions may result in a delayed closing.

**CLOSING DOCUMENTS MUST BE RECEIVED IN OUR OFFICE PRIOR TO RELEASING FUNDS
RETURN ALL FUNDING PACKAGES WITHIN 24 HOURS TO THE FOLLOWING ADDRESS:**

South River Mortgage, LLC
1750 Forest Drive, Suite 195
Annapolis, MD 21401

Funding packages must be received by: Pacific/Mountain - 3:00pm 24 hours prior to funding date
Central/Eastern - 3:00pm 24 hours prior to funding date

Interim Interest

There is no interim interest on reverse mortgage loans.

Hazard Insurance

The settlement agent is instructed to pay the full annual premium on any new policy. If the borrower has an existing policy the policy must be paid current within 30 days from the funding date. If the borrower has paid the insurance premium outside of escrow, a paid receipt or a statement from the insurance agent must be included in our funding package.

CONDITIONS REQUIRED PRIOR TO FUNDING THIS LOAN:

- F1. The Following to be Paid at Closing:
*NO MORTGAGE
*HOI \$1,425.60
*Property Tax \$0
*There is A LESA on this Loan - \$79,117.05
- F2. SRM Liens to be in 1ST and 2ND Position
- F3. Borrower to Execute AKA Statement
- F4. Title Company to Add Legal Description to all Pertinent Documents Prior to Recording .
- F5. State Specific Required Disclosures
- F6. New Deed to be Executed and Recorded at Closing Showing Final Vesting as: Martin C Gonzalez and Blanca D Gonzalez
- F7. Provide Fully Completed and Executed Electronic Funds Transfer Information Disclosure and Attach Appropriate Documents for Funds Transfer to Occur.
- F8. Any Changes to Rate, Margin or Product will Require Underwriter Review and Approval.
- F9. Pre-Funding QC Findings to be Cleared, if applicable. Any Findings to be Reviewed by UW.
- F10. Escrow officer to call servicer/lien holder to verbally confirm payoff figures collected at closing are sufficient to release liens. In the event of any shortage, stop and contact SRM Closing. If payoff figures cannot be confirmed, borrower funds may not be disbursed until payoff has been accepted
- F11. TX LOANS ONLY
*Attorney to review/approve Closing Package prior to closing



Loan Officer Company NMLS #: 1854524
Loan Officer NMLS #: 2076180
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- F12. EXPIRATION DATES:
 *Appraisal expires - 11/6/2023
 *Title expires - 11/27/2023
 *Credit expires - 1/10/2024
- F13. **REQUIRED AT CLOSING**
 Borrower to sign all LOE's at closing.
 *Inquiry LOE
 *Derogatory Credit LOE
 *Addtl SS# LOE
 *Judgement/tax lien LOE
 *Free & Clear LOE
 *Legal Name LOE
 *Reverse phone search LOE
- F14. Survey affidavit to be signed at closing. (Title to provide)
- F15. **REQUIRED AT CLOSING**
 *Revised counseling cert to be signed at closing.

Funding Requirements: IMPORTANT - THIS LOAN HAS NON-STANDARD REQUIREMENTS

- 1. There may not be any changes or additions to the fees on page one of these instructions without the lender's PRIOR written consent.** Settlement statements prepared by the settlement agent must contain only those fees, including all non-lender fees, as stated on page one of these instructions.
2. Original closing documents must be received in the time frames described on page one. Failure to submit funding packages within these guidelines may result in a delayed funding. Upon review of the funding package, any missing or unacceptable documentation will be requested from the appropriate party. Please include a copy of your wiring instructions with the funding package.
3. The borrowers must sign all documents exactly as typed. Do not alter any documents without the lenders prior approval. WHITE OUT IS NOT ACCEPTABLE. If there is a problem, contact Maria Villanueva at 240-391-7433 1040 immediately. The terms, conditions and expiration date of this loan are set forth on page one of these instructions. No funding of loan proceeds will be made prior to full compliance with these instructions. There is not to be any other financing or other charges without our prior written approval. The settlement agent is responsible for any 1099 reporting as well as proper completion of the HUD-1 Settlement Statement.
4. Recording documents may be sent to the title company pending release from our funding department. We reserve the right to withdraw our documents or funds at any time prior to recording and under no circumstances are you to record without our express approval. **Our security instruments must be in a FIRST LIEN POSITION.** If this transaction fails to close or fund, please return all documents.
5. On FHA Home Equity Conversion Mortgage (HECM) transactions, you will receive two promissory notes and two security instruments. The beneficiary of the first note and deed of trust/mortgage will be the Lender. The beneficiary of the second note and deed of trust/mortgage will be the Secretary of Housing and Urban Development (*SECOND NOTES AND SECURITY INSTRUMENTS ARE NOT REQUIRED FOR FIXED RATE LOANS). The security instruments will need to be recorded concurrently in their respective order to ensure Lender's first lien position.
6. **All Powers of Attorney and Trust Agreements** used in connection with the transaction must have the **prior approval** of the lender and title company.
7. All documentation that requires lenders signature must be signed PRIOR to the return of the funding package.



Loan Officer Company NMLS #: 1854524
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8. If, upon receipt of our loan proceeds, you are unable to perfect our lien, you must immediately notify the reverse mortgage funding department at South River Mortgage, LLC, 1750 Forest Drive, Suite 195, Annapolis, MD 21401 and return all loan proceeds.

Title Insurance

The original title policy must be received within ten days of closing and the following items on Schedule A of the title policy must match our Security Instrument:

- a. Policy insured under Lender's name as indicated on Security Instrument, and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provisions of Section 12(c) of the Conditions and Stipulations.
- b. Policy coverage must be in effect on the date funds are made available to the settlement agent .
- c. Policy date must be the same as the recording date of the Security Instrument.
- d. The amount of insurance coverage must be \$530,000.00.
- e. Final title policy should be sent to Lender at:
South River Mortgage, LLC, 1750 Forest Drive, Suite 195, Annapolis, MD 21401

An ALTA (or its equivalent) or TLTA (Texas only) extended coverage loan policy must be obtained indicating no adverse conditions relating to the subject property which could in any way cloud the title or jeopardize our FIRST LIEN POSITION. Short form policies may be used if they are issued in conjunction with master title policies. They must be issued on standard ATLA forms that do not include the creditor's rights exclusion statement acceptable as provided under EXCLUSIONS FROM COVERAGE ALTA Loan Policy #7 and TLTA Mortgagee Policy (T-2) #8. Otherwise, the policy cannot contain a creditor's rights exclusion statement language. All required endorsements must be included. If a specific state does not allow the ALTA forms of short form or master policy coverage then all non-standard short or master policy forms are unacceptable unless they have received the lenders approval prior to their use.

Real estate taxes must be shown as current or as future taxes that are not yet due and payable. You must provide evidence that all taxes which become delinquent within 30 days of the funding date have been paid in full. Any situation in which taxes are not current is not acceptable.

All assessments must be paid in full. Any assessment that cannot be paid must be deleted from the title policy or we must receive assurance from the title insurer with regards to our lien position.

All other title exceptions that relate to monetary considerations must be paid prior to or simultaneous with the recording of our documents. These include, **but are not limited to:**

Deeds of Trust	Judgments	Homeowner Assessments	Hook-Up Fees
Mortgages	Liens	Tap Charges	Mitigation Charges
Real Estate Contracts	Lis Pendens	Connection Charges	Ground Rents

The subject property must be free from any physical encroachments. Encroachments must either be deleted from the title policy or we must receive indemnity from the title insurer.

Manufactured homes must reflect on the title policy as real property. The settlement agent must ensure that title to the manufactured home is eliminated in accordance with applicable state law and must hold the Lender harmless from any and all costs, damages, and liability which may result from the certificate of title being improperly eliminated.

Vesting

Vesting must be EXACTLY as shown on the grantor clause of the security instrument. The estate or interest in



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the property is to be held in a fee simple absolute, leasehold or life estate. **Leasehold and life estates** must have Lender's prior approval.

The settlement agent must make sure that any and all conveyance documents required by the title insurer to vest title in the person, persons or entity shown in the grantor clause of our security instrument are prepared in accordance with state law. In cases involving separate estate or homestead, we require that the title insurer issue our title policy in accordance with our first lien requirements and that these interests do not interfere with our first lien position. It is the settlement agent's responsibility to consult with the title insurer to ascertain the documents or procedures necessary to perfect our first lien position.

Leasehold: It is a requirement that we have a leasehold policy on any leasehold estates. If the policy does not include both land and improvements we will require the ALTA 13.1 / CLTA 107.5 or the TLTA T-5 endorsement.

Endorsements

The lender policy must include the following unaltered endorsements (or the equivalent of):

- ALTA 9 / CLTA 100 or TLTA T-19
- ALTA 8.1 / CLTA 100.9 or TLTA T-36
- ALTA 116 / CLTA 116 or No equivalent, Texas policies do not insure address
- ALTA 6.2 / CLTA 111.8 or TLTA T-33.1
- Line of Credit / Revolving Credit - TLTA T-35
- Reverse Mortgage Endorsement - TLTA T - 43
- Survey, if applicable - Texas policies give a Survey Exception Amendment P-2
- Tax Deletion - Texas policies give a Tax Exception Amendment P - 29 or TLTA
- T - 30 Endorsement
- ALTA 4 / CLTA 115.1 or TLTA T-28
- ALTA 5 / CLTA 115.2 or TLTA T-17
- Manufactured Housing (ALTA 7, 7.1 or 7.2, TLTA T-31 and T-31.1)
- Leasehold (ALTA 13.1 / TLTA T-5)

DO NOT DEVIATE FROM THESE WRITTEN INSTRUCTIONS WITHOUT PRIOR WRITTEN APPROVAL FROM LENDER'S CLOSING REPRESENTATIVE ONLY.

LENDER'S APPROVAL OF THE HUD-1 DOES NOT NEGATE YOUR RESPONSIBILITY AND DOES NOT CONSTITUTE LENDER'S WRITTEN APPROVAL TO DEVIATE FROM THESE INSTRUCTIONS.

LOAN MUST CLOSE ON DATE AS SCHEDULED ON "CLOSING DATE". IF LOAN DOES NOT CLOSE ON THIS DATE, DO NOT ALLOW BORROWER TO SIGN AND CONTACT LENDER'S CLOSING REPRESENTATIVE IMMEDIATELY.

Settlement Agent Certification

The undersigned settlement agent acknowledges and agrees to all terms and conditions of these closing instructions. Settlement agent agrees to accept all responsibility for any costs, damages and liability that lender, or its successors and assigns, may incur as a result of the settlement agents failure to comply with these closing instructions.

The undersigned also certifies that all required documents have been prepared, executed and will be recorded as necessary and the loan will be closed and disbursed in strict accordance with these instructions as well as federal and state laws. No additional disbursements to the Borrower(s) or Seller(s) have been



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made without the prior approval of the Lender.
Texas Department of Insurance ("TDI")
Procedural Rule P-35 states "We are
prohibited from executing this document
inasmuch as the Texas Department of
Insurance requires all statements
Set forth herein to be on
made by title companies to be on
promulgated forms only".

10-4-23

Date



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Printed: 10/3/2023
ClosingInstructions_SouthRiverMortgage / 0187

The Reverse Mortgage General Closing Instructions



LOAN NO: **4661496**
FHA CASE NO: **513-2669257-962**

South River Mortgage, LLC is a Maryland Corporation. Our legal name is **South River Mortgage, LLC**. Any other name is unacceptable. Before closing this loan, please read and understand these instructions. The attached acknowledgement must be signed and returned with the closing package. You are responsible for following all items included in the General Closing Instructions. Should you have any questions, call prior to closing. Questions should be addressed to the Closing Department at **844-230-6679**. Any item(s) in the General Closing Instructions to be waived must be done so by the Closing Department.

A closing package has been provided to you for the execution by the borrower. You are responsible for providing any document needed to clear title or convey title and affidavits needed to issue title insurance. You are responsible for ensuring that the legal description reflected on the documents is accurate or that an appropriate legal description has been attached by exhibit to all necessary documents prior to execution.

1. FIRST LIEN POSITION - Before closing this loan you must ensure **South River Mortgage, LLC** will hold a first lien position and that the Secretary of Housing and Urban Development will hold a second lien position.

2. FIRST NOTE - The Note must not contain corrections of any kind. This includes lift-offs, white-outs, etc. The NOTE must be PERFECT. The borrowers must sign exactly as their names are typed. The Note, Deed/Mortgage and approval must match. The appropriate form must be used, corresponding with the loan program.

3. SECOND NOTE (FOR FHA INSURED LOANS ONLY) - The Second Note must not contain corrections of any kind. This includes lift-offs, white-outs, etc. The SECOND NOTE must be PERFECT. The borrowers must sign exactly as their names are typed. The Second Note, Second Deed/Mortgage and approval must match. The appropriate form must be used, corresponding with the loan program.

4. SECURITY INSTRUMENT - The security instrument must match the Note and loan approval. Any corrections must be changed by drawing a line through the incorrect information. Correct next to or above the error. White-out is not allowed, as it tends to flake off after period of time. All corrections MUST be initialed by the BORROWER(S). The address for the mortgagee is **1750 Forest Drive, Suite 195, Annapolis, MD 21401**.

The legal description must match the survey, if applicable, and the title commitment, when a title commitment is applicable. For all loans in the state of Georgia, the Waiver of Borrower's Rights/Closing Attorney's Affidavit/O.C.G.A. Notice must be executed and recorded with the security instrument.
UNDER NO CIRCUMSTANCES CAN A NON-QUALIFYING BORROWER BE ADDED TO THE TITLE, EITHER AT CLOSING OR AFTER CLOSING.

5. SECOND SECURITY INSTRUMENT (FOR FHA INSURED LOANS ONLY) - The Second Security Instrument must match the Second Note and loan approval. Any corrections must be changed by drawing a line through the incorrect information. Correct next to or above the error. White-out is not allowed as it tends to flake off after a period of time. All corrections MUST be initialed by the BORROWER(S). The address for the mortgagee is **1750 Forest Drive, Suite 195, Annapolis, MD 21401**. The legal description must match the survey and the title commitment, when a title commitment is applicable. For all loans in the state of Georgia, the Waiver of Borrower's Rights/Closing Attorney's Affidavit/O.C.G.A. Notice must be executed and recorded with the security instrument. **UNDER NO**



CIRCUMSTANCES CAN A NON-QUALIFYING BORROWER BE ADDED TO THE TITLE, EITHER AT CLOSING OR AFTER CLOSING.

6. ASSIGNMENTS - An assignment will be forwarded to you when applicable to transfer loan from lender to investor. You are expected to collect for this recording at loan closing. We will not forward a check with the assignment, nor will we pay for an endorsement to the title policy. If you do not receive an assignment, it is your responsibility to contact our office.

7. TITLE POLICIES OR TITLE BINDERS - SHORT FORM POLICIES ARE REQUIRED FOR ALL LOANS where state regulations permit. Title binders or short form policies must be issued on the title company designated on the specific Closing Instructions. THE AMOUNT OF COVERAGE MUST BE THE MAXIMUM CLAIM AMOUNT ON THE FHA LOANS AND THE MAXIMUM PRINCIPAL LIMIT ON HOME KEEPER LOANS. The insured will be **South River Mortgage, LLC**, its successors and/or assigns. For Home Keeper loans, the insured will be **South River Mortgage, LLC**, its successors and/or assigns. All policies must have an ALTA 8.1 endorsement, 6.2 endorsement, ALTA 9 Survey Exception endorsement and a Revolving Credit endorsement. Planned Unit Developments must have a PUD endorsement. Condominiums must have a Condo endorsement. Texas properties require TLTA equivalents. The legal description must match the survey and security instrument. The borrower's name, property address, and closing date must be exact on the short form policy. We will not accept an addendum to the short form policy without prior approval. If you must attach an addendum to the short form policy, DO NOT CLOSE WITHOUT OBTAINING PRIOR APPROVAL. All easements, building line restrictions and restrictive covenants must contain affirmative coverage and state there is not an encroachment. Comprehensive endorsement may be used to provide this affirmative coverage. If there is an encroachment, we must have affirmative language for the encroachment, including loss or damage coverage in the event of forced removal. We will not allow exceptions such as subject to the issuance of a waiver from FHA, nor will we accept refusal of an assignee to accept title on a government loan. Title exceptions not included in the FHA general waiver must have the waiver issued PRIOR to closing by the respective agency. Restrictive covenants and recorded easements must be provided along with the title binder.

8. SETTLEMENT STATEMENT - All settlement statements must have a complete address for the purchaser, lender and closing agent. Items paid to a party other than the lender must show to whom the item was paid, i.e. credit report to credit bureau, appraisal to the appraiser, final inspection to the inspector (names of each). Any corrections must be initialed by the BORROWER(S). Borrower(s) maximum cash outlay is not to exceed the amount on the specific Closing Instructions. This includes all amounts paid by the borrower. If the borrower's actual cash outlay exceeds the amount on the specific Closing Instructions, DO NOT CLOSE, call the Closing Department IMMEDIATELY. Reimbursement of credit report and appraisal must show on the front of the HUD-1.

All HUD-1 settlement statements must be stamped as "FINAL".

All Georgia loans must have the \$10.00 Georgia Residential Mortgage per Loan Fee. This fee is a part of closing costs.

9. TRUTH-IN-LENDING DISCLOSURE - The Truth-in-Lending disclosure will be prepared by **South River Mortgage, LLC** and must be executed by the borrowers. The Financed Closing Costs must match the HUD-1, Payment Plan and Final Disclosures. No charges can be changed, added or omitted without prior approval.

10. REFINANCES - All owner occupied refinances require a three day right-of-rescission. The right-of-rescission period may not be waived without prior written approval by the Closing Department. If approval is given for the waiver, a handwritten statement from the borrower(s) must be provided with the closing package. ALTERATIONS to the NOTICE of RIGHT to CANCEL form ARE NOT



PERMITTED. If the date of closing changes after you have received the closing package, call the **South River Mortgage, LLC** Closing Department, for instructions on how to proceed. Any incorrect Notice of Right to Cancel will become the responsibility of the closing agent.

11. HOME EQUITY CONVERSION LOAN AGREEMENT - Must have one set of original signatures of the borrower with all attached Exhibits and repair riders if applicable. FHA requires one set to be submitted with the insuring package. No exceptions.

12. COMPLIANCE AGREEMENT - Original executed by borrower(s).

13. PRINTOUTS - (A) Demonstration (B) Amortization (C) Total Annual Loan Costs Must match HUD-1 and Payment Plan. Must be executed by the Borrower(s). Must not change any figure on HUD-1 or new printouts must be prepared. Please notify the Closing Department immediately for guidance. CANNOT GO DIRECTLY THROUGH THE BRANCH. NO EXCEPTIONS.

14. NOTICE OF ASSIGNMENT SALE OR TRANSFER OF SERVICING RIGHTS - Required on all correspondent loans that do not close in the name of **South River Mortgage, LLC**. Must be executed by the borrower(s).

15. PAYMENT PLAN - No changes. Must be executed by the borrower(s) and must match HUD-1 and printouts. One original executed by the borrower(s) is required.

16. FIRM COMMITMENTS PAGES 1-4 - Known as the 2900 forms are to be executed by the borrower(s) at closing by signing pages 2 and 4.

17. FINAL 1003/1009 RESIDENTIAL LOAN APPLICATION - To be executed by the borrower(s) at closing.

18. FLOOD INSURANCE CERTIFICATE - Must be executed by the borrower.

19. NAME AFFIDAVIT - Required if borrower signs name any way on documents other than the way they are holding title.

20. HOLD HARMLESS AGREEMENT - Must always be signed by the borrower(s) if property is in state where Termite Inspection is required.

21. THIRD PARTY FEES DISCLOSURE - Must always be signed by the Borrower(s).

22. DISBURSEMENT CONFIRMATION - Must be signed by the Closing Agent and faxed to the Closing Department to certify disbursement of funds.

23. RECORDED DOCUMENTS & FINAL TITLE POLICIES - recorded documents are due in our office no later than 30 days for HECM loans, from date of disbursement, along with the final title policy. Assignments must be returned to our office within 30 days of loan closing with an endorsement for the recording of the assignment, if applicable. If a county is backlogged or slow, please collect for rush recording.

24. RETURN OF CLOSED LOAN PACKAGES - Closing packages are to be returned no later than 24 hours after loan closing and must be reviewed prior to funding. **PLEASE DO NOT RECORD OR DISBURSE FUNDS WITHOUT AUTHORIZATION PRIOR TO FUNDS BEING RECEIVED IN YOUR OFFICE.**

IF YOU DO NOT RETURN OUR PACKAGE WITHIN 24 HOURS OF LOAN CLOSING, YOU MAY



BE REMOVED FROM OUR APPROVED ATTORNEYS/CLOSING AGENT LIST. NO EXCEPTIONS. Closing packages are to be "saleable" upon receipt by **South River Mortgage, LLC**. "Saleable" will be defined based upon the primary warehouse lender we are using. Currently, "saleable" is the First Note, a copy of the Deeds/Mortgages, HUD-1, Payment Plan and Demonstration executed by the borrower(s). These forms must be accurate according to the instructions as specified by each document.

25. MISSED COMMITMENTS - Any loss incurred by **South River Mortgage, LLC**, due to your inability to provide us with your closed loan package or a correction needed within the allowed time frame, will be passed on to you as the closing agent, in addition to other penalties. Payment of this loss must be made within five (5) days of notification to your office. Your refusal to pay your penalties may result in a claim to your title company.

26. WAIVING OF FEES - No one is authorized to waive fees that are listed on the Final HUD-1 Settlement Statement, other than the Closing Department.

27. PROPERTY ADDRESS - Must be exact on all closing documents and match the specific Closing Instructions. If the address on the specific Closing Instructions is incorrect, the issue must be addressed prior to closing.

28. WHEN IN DOUBT OF A SITUATION, PLEASE CALL - This policy will save you and **South River Mortgage, LLC** valuable time.

29. THESE GENERAL CLOSING INSTRUCTIONS ARE INCORPORATED INTO EACH SET OF SPECIFIC INSTRUCTIONS. I acknowledge that I have read and understand all of the attached General Closing Instructions. I agree to comply with these instructions in the closing of all loans for

Texas Department of Insurance (TDO) Procedure Rule P-25 states "We are prohibited from executing this document

inasmuch as the Texas Department of

~~Insurance requires all statements~~

~~Made by title companies to be on~~

~~Each member of the title company involved in closing the loan must sign this acknowledgement and return it with the closed loan package.~~

10-4-23

Date

30. Failure to return a signed acknowledgment does not relieve you of any responsibility. An Insured Closing Protection Letter issued by the Title Insurer must be obtained prior to loan closing. NO EXCEPTIONS. This is required on an individual loan basis and must be returned in the closed loan package.

31. Escrow officer to call servicer/lien holder to verbally confirm payoff figures collected at closing are sufficient to release liens. In the event of any shortage, stop and contact SRM Closing. If payoff figures cannot be confirmed, borrower funds may not be disbursed until payoff has been accepted

Loan Disbursement

You are authorized to disburse proceeds to the appropriate parties only when the three day right of rescission has passed. It is your responsibility to verify with the borrower prior to disbursement that they have not rescinded the transaction. The Disbursement Confirmation form will be supplied in the closing package.

IT IS YOUR RESPONSIBILITY TO MAKE THE REQUIRED NUMBER OF COPIES FOR OUR LOAN CLOSING PACKAGE AND FULL COPY PACKAGE OF THE DOCUMENTS FOR THE BORROWER.



A loan disbursement calculation sheet has been included with the loan closing package for verification of the wire sent to you on the day of disbursement. The funding amount should be disbursed to the appropriate parties as indicated on the HUD-1 Settlement Statement. **South River Mortgage, LLC** should not receive any checks to reimburse vendors as all **South River Mortgage, LLC** fees are deducted from the loan proceeds sent to you. If you do not have an invoice to pay a vendor, please contact the Closing Department at **844-230-6679**.

ALL FEES SHOULD BE SENT TO THE APPROPRIATE PARTIES. We understand that sometimes we net certain items, and other times we do not. If you have a question concerning how to pay a particular fee or you are getting ready to send us a check, please contact the Closing Department.

PLEASE RETURN ALL CLOSING LOAN DOCUMENTS WITHIN 24 HOURS OF LOAN CLOSING.



Amortization Schedule - Annual Projections

Borrower Name/Case Number:	MARTIN C and BLANCA D GONZALEZ / 4661496					Refinance:	No
Age of Youngest Borrower:	69					Beg. Mortgage Balance:	\$54,800.06
Interest Rate (Expected / Initial):	7.330% / 8.210%					Expected Appreciation:	4.000%
Maximum Claim Amount:	\$530,000.00					Initial Line Of Credit:	\$51,283.83
Initial Principal Limit:	\$185,500.00					Monthly Payment:	\$0.00
Initial Advance:	\$30,000.00					Monthly Servicing Fee:	\$0.00
Lien Payoffs with Reverse Mortgage:	\$0.00					Mortgage Insurance (MIP)	0.50%
Financed Closing Costs:	\$24,800.06					Life Expectancy Set-Aside:	\$79,416.11
Initial Property Value:	\$530,000.00					LESA Semi-annual Disbursement:	\$3,609.65

NOTE: Actual interest charges and property value projections may vary from amounts shown. Available credit will be less than projected if funds are withdrawn from a line of credit (LOC). Additionally, the Cash Payment column below reflects annual disbursements from both a LOC and a LESA, if applicable.

Yr	Age	Annual Totals				End of Year Projections				
		SVC Fee	Cash Payment	MIP	Rate	Interest	Loan Balance	Line Of Credit	Property Value	Equity
1	69	\$0	\$7,219	\$293	7.330%	\$4,299	\$66,611	\$55,447	\$551,200	\$484,444
2	70	\$0	\$7,219	\$354	7.330%	\$5,196	\$79,381	\$59,947	\$573,248	\$493,722
3	71	\$0	\$7,219	\$421	7.330%	\$6,167	\$93,188	\$64,813	\$596,178	\$502,845
4	72	\$0	\$7,219	\$492	7.330%	\$7,216	\$108,115	\$70,074	\$620,025	\$511,765
5	73	\$0	\$7,219	\$570	7.330%	\$8,350	\$124,254	\$75,763	\$644,826	\$520,427
6	74	\$0	\$7,219	\$653	7.330%	\$9,576	\$141,702	\$81,912	\$670,619	\$528,772
7	75	\$0	\$7,219	\$744	7.330%	\$10,902	\$160,568	\$88,561	\$697,444	\$536,731
8	76	\$0	\$7,219	\$841	7.330%	\$12,336	\$180,964	\$95,750	\$725,342	\$544,232
9	77	\$0	\$7,219	\$947	7.330%	\$13,886	\$203,016	\$103,522	\$754,355	\$551,194
10	78	\$0	\$7,219	\$1,061	7.330%	\$15,561	\$226,859	\$111,925	\$784,529	\$557,526
11	79	\$0	\$7,219	\$1,185	7.330%	\$17,373	\$252,636	\$121,011	\$815,911	\$563,130
12	80	\$0	\$7,219	\$1,319	7.330%	\$19,332	\$280,506	\$130,833	\$848,547	\$567,896
13	81	\$0	\$7,219	\$1,463	7.330%	\$21,450	\$310,638	\$141,453	\$882,489	\$571,706
14	82	\$0	\$7,219	\$1,619	7.330%	\$23,739	\$343,216	\$152,935	\$917,789	\$574,427
15	83	\$0	\$7,219	\$1,788	7.330%	\$26,215	\$378,439	\$165,349	\$954,500	\$575,916
16	84	\$0	\$7,219	\$1,971	7.330%	\$28,892	\$416,520	\$178,771	\$992,680	\$576,015
17	85	\$0	\$7,219	\$2,168	7.330%	\$31,785	\$457,693	\$193,282	\$1,032,387	\$574,549
18	86	\$0	\$7,219	\$2,382	7.330%	\$34,914	\$502,208	\$208,971	\$1,073,683	\$571,330
19	87	\$0	\$7,219	\$2,612	7.330%	\$38,297	\$550,336	\$225,934	\$1,116,630	\$566,149
20	88	\$0	\$7,219	\$2,862	7.330%	\$41,954	\$602,371	\$244,274	\$1,161,295	\$558,779
21	89	\$0	\$7,219	\$3,132	7.330%	\$45,908	\$658,630	\$264,102	\$1,207,747	\$548,972
22	90	\$0	\$7,219	\$3,423	7.330%	\$50,183	\$719,455	\$285,539	\$1,256,057	\$536,457
23	91	\$0	\$7,219	\$3,738	7.330%	\$54,805	\$785,217	\$308,717	\$1,306,299	\$520,937
24	92	\$0	\$7,219	\$4,079	7.330%	\$59,802	\$856,318	\$333,776	\$1,358,551	\$502,088
25	93	\$0	\$7,219	\$4,448	7.330%	\$65,205	\$933,190	\$360,870	\$1,412,893	\$479,558
26	94	\$0	\$7,219	\$4,846	7.330%	\$71,046	\$1,016,302	\$390,162	\$1,469,409	\$452,962
27	95	\$0	\$5,047	\$5,277	7.330%	\$77,362	\$1,103,988	\$421,832	\$1,528,185	\$424,052
28	96	\$0	\$0	\$6,187	7.330%	\$90,700	\$1,290,488	\$493,094	\$1,652,885	\$362,252
29	97	\$0	\$0	\$0	7.330%	\$106,022	\$1,508,494	\$576,394	\$1,787,761	\$279,122
30	98	\$0	\$0	\$0	7.330%	\$123,000	\$1,726,494	\$663,394	\$1,920,761	\$223,122
31	99	\$0	\$0	\$0	7.330%	\$140,000	\$1,944,494	\$756,394	\$1,980,761	\$173,122



X Martin Gonzalez
MARTIN C GONZALEZ

10-4-23
Date

X Blanca D. Gonzalez
BLANCA D GONZALEZ

10-4-23
Date

Borrower Certification



South River Mortgage, LLC
1750 Forest Drive, Suite 195
Annapolis, MD 21401

ATTENTION NOTARY: THIS DISCLOSURE MUST BE EXECUTED BY THE BORROWER.

Borrower Certification

I/We hereby certify that there has been no damage to the property we reside in since the time of the appraisal report, whether the damage was related to a natural disaster or otherwise. I/We certify that our home is in the same condition as it was at the time of the appraisal inspection.

It is my/our wish to proceed with the closing of my/our reverse mortgage loan.

WARNING: "Section 1010 of Title 18 of the United States Code makes it a criminal offense to make a willfully false statement or misrepresentation to any department or agency of the United States government as to any matter within its jurisdiction."

Martin C Gonzalez
MARTIN C GONZALEZ

10-4-23
Date

Blanca Ondarza
BLANCA D GONZALEZ

10-4-23
Date

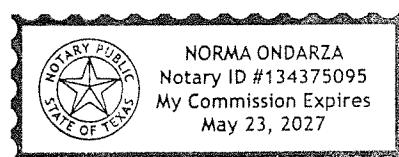
Acknowledged by Norma Ondarza before me on the 4th day of Oct., 2023

Signature Norma Ondarza

Printed Name Norma Ondarza

Notary public, State of Texas County of Johnson

My commission expires 05/23/27





N/A

Total Annual Loan Cost Rate

Borrower Name/Case Number: **MARTIN C and BLANCA D GONZALEZ / 4661496** 513-2669257 Refinance: **No**

LOAN TERMS

Age of Youngest Borrower:	69
Appraised Property Value:	\$530,000.00
Interest Rate:	8.210%
Monthly Advance:	\$0.00
Initial Advance:	\$30,000.00
Initial Line Of Credit:	\$51,283.83

MONTHLY LOAN CHARGES

Servicing Fee:	\$0.00
Mortgage Insurance:	0.50% annually

OTHER CHARGES

Shared Appreciation:	None
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REPAYMENT LIMITS

Net proceeds estimated at 93% of projected home sale

LIFE EXPECTANCY SET-ASIDE

LESA Amount:	\$79,416.11
Semi-Annual Disbursement:	\$3,609.65

Total Annual Loan Cost Rate

Assumed Appreciation Rate	Disclosure Period (Years)			
	2 Year	8 Year	16 Year	22 Year
0%	26.303%	12.291%	9.132%	5.539%
4%	26.303%	12.291%	10.240%	9.744%
8%	26.303%	12.291%	10.240%	9.744%

The cost of any reverse mortgage loan depends on how long you keep the loan and how much your house appreciates in value. Generally, the longer you keep a reverse mortgage, the lower the total annual loan cost rate will be.

This table shows the estimated cost of your reverse mortgage loan, expressed as an annual rate. It illustrates the cost for four loan terms: 2 years, half of life expectancy for someone your age, that life expectancy, and 1.4 times that life expectancy. The table also shows the cost of the loan, assuming the value of your home appreciates at three different rates: 0%, 4% and 8%.

The total annual cost rates in this table are based on the total charges associated with this loan. These charges typically include principal, interest, closing costs, mortgage insurance premiums, annuity costs and servicing costs (but not disposition costs--costs when you sell the home).

The rates in this table are estimates. Your actual cost may differ if, for example, the amount of your loan advances varies or the interest rate on your mortgage changes.

SIGNING AN APPLICATION OR RECEIVING THESE DISCLOSURES DOES NOT REQUIRE YOU TO COMPLETE THIS LOAN


 MARTIN C GONZALEZ

10-4-23
 Date


 BLANCA D GONZALEZ

10-4-23
 Date

Reverse Mortgage Comparison

From: James Nixon, South River Mortgage, LLC
Phone: 443-332-2297 1076

Estimates For: MARTIN C GONZALEZ (2/18/1953)
BLANCA D GONZALEZ (5/11/1954)
Closing Date: 10/4/2023 (estimate)



Rates and Fees	Mo-CMT 5 Cap	Annual CMT	HECM Fixed
Margin	2.750%	3.500%	N/A
Initial Interest Rate	8.210%	8.960%	6.810%
Expected Interest Rate	7.330%	8.080%	6.810%
Annual Mortgage Insurance Rate	0.50%	0.50%	0.50%
Cap on Interest Rate	13.210%	13.960%	6.810%
Initial Line of Credit Growth	8.710%	9.460%	N/A

Calculation

Home Value	\$530,000.00	\$530,000.00	\$530,000.00
Maximum Claim Amount	\$530,000.00	\$530,000.00	\$530,000.00
Principal Limit	\$185,500.00	\$170,130.00	\$199,280.00
- Initial Mortgage Insurance Premium	\$10,600.00	\$10,600.00	\$10,600.00
- Origination Fee	\$6,000.00	\$6,000.00	\$6,000.00
- Other Costs	\$8,200.06	\$8,200.06	\$8,200.06
+ Credits	\$0.00	\$0.00	\$0.00
Remaining Principal Limit	\$160,699.94	\$145,329.94	\$174,479.94
- Liens and Mortgages	\$0.00	\$0.00	\$0.00
- Repair Set Aside	\$0.00	\$0.00	\$0.00
Property Charge Set Aside	Fully Funded	Fully Funded	Fully Funded
First Year Property Charge Set Aside	\$7,219.30	\$7,219.30	\$7,219.30
Additional Property Charge Set Aside	\$72,196.81	\$68,577.51	\$74,861.34
- Total Property Charge Set Aside	\$79,416.11	\$75,796.81	\$82,080.64
Total Mandatory Obligations	\$32,019.36	\$32,019.36	\$32,019.36
% of Principal Limit	17.27%	18.83%	16.07%
Initial Disbursement Limit	\$111,300.00	\$101,552.49	\$119,568.00
% of Principal Limit	60.00%	59.70%	60.00%
Available Principal Limit	\$81,283.83	\$69,533.13	\$92,399.30

Available Funds and Requested Payments

Max Available Cash at Closing	\$79,280.64	\$69,533.13	\$87,548.64
Cash Request	\$30,000.00	\$30,000.00	\$30,000.00
Total Line Of Credit	\$51,283.83	\$39,533.13	N/A
Line Of Credit Available 1st Year	\$49,280.64	\$39,533.13	N/A
Additional Line Of Credit Available After 1st Year	\$2,003.19	\$0.00	N/A
Monthly Payment 1st Year	\$0.00	\$0.00	N/A
Monthly Payment Request (Tenure)	\$0.00	\$0.00	N/A
Initial Loan Balance	\$54,800.06	\$54,800.06	\$54,800.06
Unavailable Principal Limit	\$0.00	\$0.00	\$62,399.30

The above numbers are calculated based upon the specified interest rates and the estimated closing date noted above. Changes in interest rates and/or changes in actual closing dates may cause the amounts available to be higher or lower than stated.

Martin C Gonzalez
MARTIN C GONZALEZ

10-4-23
Date



Blanca D. Gonzalez
BLANCA D GONZALEZ

10-4-23
Date



HECM Printscreen

South River Mortgage, LLC

1750 Forest Drive, Suite 195
Annapolis, MD 21401

Borrower Name / Case Number: MARTIN C and BLANCA D GONZALEZ / 513-2669257-962

	<u>Variables</u>	<u>Calculated</u>
Date Of Closing:	10/4/2023	10/4/2023
Youngest Borrower's or Eligible Non-Borrowing Spouse's Birthdate:	5/11/1954	Age: 69
Expected Interest Rate:	7.330%	7.330%
Property Appraised Value:	\$530,000.00	\$530,000.00
Maximum Claim Amount:	\$530,000.00	\$530,000.00
Prin Lim - Shared Prem Fac:		0.350
Principal Limit:		\$185,500.00
10% of Initial Principal Limit:		\$18,550.00
60% of Initial Principal Limit:		\$111,300.00
Initial Premium:	Financed	\$10,600.00
Mandatory Obligations:	\$21,419.36	\$21,419.36
Repair Set Aside:	\$0.00	\$0.00
Additional 10% IPL Usage:	\$0.00	\$0.00
Initial Disbursement Limit:		\$111,300.00
Cash to Borrower at Closing:	\$30,000.00	\$30,000.00
Disbursement at Closing:		\$54,800.06
Remaining Draw Allowed during Year 1:		\$56,499.94
Monthly Servicing Fee:	\$0.00	\$0.00
Net Principal Limit:		\$51,283.83
Line of Credit during Year 1:		\$49,280.64
Line of Credit Life of Loan:	\$51,283.83	\$51,283.83
Monthly Payment during Year 1:		\$0.00
Monthly Payment Life of Loan:	\$0.00	\$0.00
Length Of Term:	N/A	N/A

Do not sign this form unless all applicable lines have been completed

Request may be rejected if the form is incomplete or illegible.

For more information about Form 4506-C, visit www.irs.gov and search IVES.

1a. Current name			2a. Spouse's current name (if joint return and transcripts are requested for both taxpayers)		
i. First name MARTIN	ii. Middle initial C	iii. Last name/BMF company name GONZALEZ	i. Spouse's first name BLANCA	ii. Middle initial D	iii. Spouse's last name GONZALEZ
1b. First taxpayer identification number (see instructions) 465-98-4258			2b. Spouse's taxpayer identification number (if joint return and transcripts are requested for both taxpayers) 451-02-5487		
1c. Previous name shown on the last return filed if different from line 1a			2c. Spouse's previous name shown on the last return filed if different from line 2a		
i. First name	ii. Middle initial	iii. Last name	i. First name	ii. Middle initial	iii. Last name
3. Current address (including apt., room, or suite no.), city, state, and ZIP code (see instructions)					
a. Street address (including apt., room, or suite no.) 11237 GARY AVE			b. City CROWLEY	c. State TX	d. Zip code 76036
4. Previous address shown on the last return filed if different from line 3 (see instructions)					
a. Street address (including apt., room, or suite no.)			b. City	c. State	d. Zip code
5a. IVES participant name, ID number, SOR mailbox ID, and address					
i. IVES participant name Credit Interlink America		ii. IVES participant ID number CIA4506T		iii. SOR Mailbox ID	
iv. Street address (including apt., room, or suite no.) P.O. Box 329			v. City Pebble Beach	vi. State CA	vii. Zip code 93952
5b. Customer file number (if applicable) (see instructions)			5c. Unique identifier (if applicable) (see instructions)		
5d. Client name, telephone number, and address (this field cannot be blank or not applicable (NA))					
i. Client name South River Mortgage, LLC					ii. Telephone number 844-230-6670
iii. Street address (including apt., room, or suite no.) 1750 Forest Drive, Suite 195			iv. City Annapolis	v. State MD	vi. Zip code 21401
Caution: This tax transcript is being sent to the third party entered on Line 5a and/or 5d. Ensure that lines 5 through 8 are completed before signing. (see instructions)					
6. Transcript requested. Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request for line 6 transcripts 1040					
a. Return Transcript <input type="checkbox"/>	b. Account Transcript <input type="checkbox"/>	c. Record of Account <input type="checkbox"/>			
7. Wage and Income transcript (W-2, 1098-E, 1099-G, etc.) <input type="checkbox"/>					
a. Enter a max of three form numbers here; if no entry is made, all forms will be sent.					
b. Mark the checkbox for taxpayer(s) requesting the wage and income transcripts. If no box is checked, transcripts will be provided for all listed taxpayers					
Line 1a <input type="checkbox"/>	Line 2a <input type="checkbox"/>				
8. Year or period requested. Enter the ending date of the tax year or period using the mm dd yyyy format (see instructions)					
12/31/2022		12/31/2021		12/31/2020	
12/31/2019					
Caution: Do not sign this form unless all applicable lines have been completed.					
Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or, if applicable, line 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, at least one spouse must sign; however, if both spouses' names and TINs are listed in lines 1a-1b and 2a-2b, both spouses must sign the request. If signed by a corporate officer, 1 percent or more shareholder, partner, managing member, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-C on behalf of the taxpayer. Note: This form must be received by IRS within 120 days of the signature date.					
<input checked="" type="checkbox"/>	Signatory attests that he/she has read the above attestation clause and upon so reading declares that he/she has the authority to sign the Form 4506-C. See instructions.				
Signature for Line 1a (see instructions) <i>Blanca D. Gonzalez</i>			Date <i>10-4-23</i>	Phone number of taxpayer on line 1a or 2a (817) 441-0780	
<input type="checkbox"/> Form 4506-C was signed by an Authorized Representative			<input type="checkbox"/> Signatory confirms document was electronically signed		
Print/Type name MARTIN C GONZALEZ					
Sign Here					
Title (if line 1a above is a corporation, partnership, estate, or trust)					
Spouse's signature (required if listed on Line 2a) <i>Blanca D. Gonzalez</i>			Date <i>10-4-23</i>		
<input type="checkbox"/> Form 4506-C was signed by an Authorized Representative			<input type="checkbox"/> Signatory confirms document was electronically signed		
Print/Type name BLANCA D GONZALEZ					



Instructions for Form 4506-C, IVES Request for Transcript of Tax Return

Section references are to the Internal Revenue Code unless otherwise noted.

Future Developments

For the latest information about Form 4506-C and its instructions, go to www.irs.gov and search IVES. Information about any recent developments affecting Form 4506-C (such as legislation enacted after we released it) will be posted on that page.

What's New. Form 4506-C includes the Client company requesting transcripts and increased the number of Wage and Income transcripts requests.

General Instructions

Caution: Do not sign this form unless all applicable lines have been completed.

Designated Recipient Notification. Section 6103(c) limits disclosure and use of return information received pursuant to the taxpayer's consent and holds the recipient subject to penalties for any unauthorized access, other use, or redisclosure without the taxpayer's express permission or request.

Taxpayer Notification. Section 6103(c) limits disclosure and use of return information provided pursuant to your consent and holds the recipient subject to penalties, brought by private right of action, for any unauthorized access, other use, or redisclosure without your express permission or request.

Purpose of form. Use Form 4506-C to request tax return information through an authorized IVES participant. You will designate an IVES participant to receive the information on line 5a.

Note: If you are unsure of which type of transcript you need, check with the party requesting your tax information.

Where to file. The IVES participant will fax Form 4506-C with the approved IVES cover sheet to their assigned Service Center

Chart for ordering transcripts

If your assigned Service Center is:	Fax the requests with the approved coversheet to:
Austin Submission Processing Center	Austin IVES Team 844-249-6238
Kansas City Submission Processing Center	Kansas City IVES Team 844-249-8128
Ogden Submission Processing Center	Ogden IVES Team

Specific Instructions

Line 1a/2a (if spouse is also requested). For IMF Requests: Enter the First, Middle Initial, and Last Name in the indicated fields. If all characters will not fit, please enter up to 12 for First name and 22 for Last name. For BMF Requests: Enter the company name in the Last Name field. If all characters will not fit, please enter up to 22.

Line 1b/2b (if spouse is also requested). Enter the social security number (SSN) or individual taxpayer identification number (ITIN) for the individual listed on line 1a including the dashes in the correct format, or enter the employer identification number (EIN) for the business listed on line 1a including the dashes in the correct format.

Line 1c/2c (if spouse is also requested). Enter your previous name as shown on your last filed tax return if different than line 1a.

Line 3. Enter your current address in the indicated fields. If you use a P.O. Box, include it and the number in the Current Address field.

Line 4. Enter the address shown on the last return filed if different from the address entered on line 3.

Note: If the addresses on lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address, or Form 8822-B, Change of Address or Responsible Party - Business, with Form 4506-C.

Line 5b. Enter up to 10 numeric characters to create a unique customer file number that will appear on the transcript. The customer file number cannot contain an SSN, ITIN or EIN. Completion of this line is not required.

Line 5c. Enter up to 10 alpha-numeric characters to create a unique identifier that will show in the mailbox file information. The unique identifier cannot contain an SSN, ITIN or EIN. Completion of this line is not required. Note: If you use an SSN, we will not input the information and the customer file number or unique identifier will reflect a generic entry of "9999999999".

Line 5d. Enter the Client company name, address, and phone number in the indicated fields. A Client company receives the requested tax transcripts from the IVES participant. If the IVES participant is also the Client company, the IVES participant information should be entered on Line 5a and 5d. These fields cannot be blank or Not Applicable (NA).

Line 6. Enter only one tax form number (1040, 1065, 1120, etc.) per request for all line 6 transcripts request types.

Line 6a. Return Transcript includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120-H, Form 1120-L, and Form 1120-S. Return transcripts are available for the current year and returns processed during the prior 3 processing years.

Line 6b. Account Transcript contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns.

Line 6c. Record of Account provides the most detailed information as it is a combination of the Return Transcript and the Account Transcript. Available for current year and 3 prior tax years.

Line 7. The IRS can provide a transcript that includes data from these information returns: Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript. Enter up to three information return types. If no specific type is requested, all forms will be provided. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, Form W-2 information for 2016, filed in 2017, will likely not be available from the IRS until 2018. If you need Form W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213.

Line 8. Enter the end date of the tax year or period requested in mm dd yyyy format. This may be a calendar



CAUTION You must check the box in the signature area to acknowledge you have the authority to sign and request the information. The form will not be processed if unchecked.

Signature and date. Form 4506-C must be signed and dated by the taxpayer listed on line 1a and, if listed, 2a. The IRS must receive Form 4506-C within 120 days of the date signed by the taxpayer or it will be rejected. Ensure that all applicable lines, including lines 5a through 8, are completed before signing.

Authorized Representative: A representative can sign Form 4506-C for a taxpayer if the taxpayer has specifically delegated this authority to the representative on Form 2848, line 5a, and Form 2848 is attached to the Form 4506-C request. If you are Heir at Law, Next of Kin, or Beneficiary, you must be able to establish a material interest in the estate or trust. If Form 4506-C is signed by a representative, the Authorized Representative check box must be marked.

Electronic Signature: Only IVES participants that opt in to the Electronic Signature usage can accept electronic signatures. Contact the IVES participant for approval and guidance for electronic signatures. If the Form 4506-C is signed electronically, the Electronic Signature check box must be marked.

Individuals. Transcripts listed on line 6 may be furnished to either spouse if jointly filed. Signatures are required for all taxpayers listed on Line 1a and 2a.

Corporations. Generally, Form 4506-C can be signed by:

(1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer. A bona fide shareholder of record owning 1 percent or more of the outstanding stock of the corporation may submit a Form 4506-C but must provide documentation to support the requester's right to receive the information.

Partnerships. Generally, Form 4506-C can be signed by any person who was a member of the partnership during any part of the tax period requested on line 6.

All others. See section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

Documentation. For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the letters testamentary authorizing an individual to act for an estate.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506-C will vary depending on individual circumstances. The estimated average time is:

Learning about the law or the form 10 min.
Preparing the form 12 min.
Copying, assembling, and sending the form to the IRS 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-C simpler, we would be happy to hear from you. You can write to:

Internal Revenue Service
Tax Forms and Publications Division
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

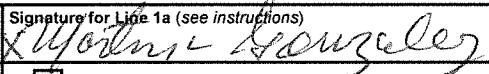
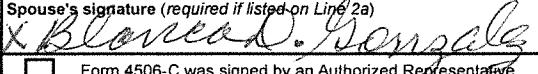
Do not send the form to this address. Instead, see Where to file on this page.



Do not sign this form unless all applicable lines have been completed

Request may be rejected if the form is incomplete or illegible.

For more information about Form 4506-C, visit www.irs.gov and search IVES.

1a. Current name			2a. Spouse's current name (if joint return and transcripts are requested for both taxpayers)			
i. First name MARTIN	ii. Middle initial C	iii. Last name/BMF company name GONZALEZ	i. Spouse's first name BLANCA	ii. Middle initial D	iii. Spouse's last name GONZALEZ	
1b. First taxpayer identification number (see instructions) 465-98-4258			2b. Spouse's taxpayer identification number (if joint return and transcripts are requested for both taxpayers) 451-02-5487			
1c. Previous name shown on the last return filed if different from line 1a			2c. Spouse's previous name shown on the last return filed if different from line 2a			
i. First name	ii. Middle initial	iii. Last name	i. First name	ii. Middle initial	iii. Last name	
3. Current address (including apt., room, or suite no.), city, state, and ZIP code (see instructions)						
a. Street address (including apt., room, or suite no.) 11237 GARY AVE			b. City CROWLEY	c. State TX	d. Zip code 76036	
4. Previous address shown on the last return filed if different from line 3 (see instructions)						
a. Street address (including apt., room, or suite no.)			b. City	c. State	d. Zip code	
5a. IVES participant name, ID number, SOR mailbox ID, and address						
i. IVES participant name First American Mortgage Solutions			ii. IVES participant ID number	iii. SOR Mailbox ID		
iv. Street address (including apt., room, or suite no.) 30005 Ladyface Court			v. City Agoura Hills	vi. State CA	vii. Zip code 91301	
5b. Customer file number (if applicable) (see instructions)			5c. Unique identifier (if applicable) (see instructions)			
5d. Client name, telephone number, and address (this field cannot be blank or not applicable (NA))						
i. Client name South River Mortgage, LLC				ii. Telephone number 844-230-6670		
iii. Street address (including apt., room, or suite no.) 1750 Forest Drive, Suite 195			iv. City Annapolis	v. State MD	vi. Zip code 21401	
Caution: This tax transcript is being sent to the third party entered on Line 5a and/or 5d. Ensure that lines 5 through 8 are completed before signing. (see instructions)						
6. Transcript requested. Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request for line 6 transcripts 1040						
a. Return Transcript <input type="checkbox"/>	b. Account Transcript <input type="checkbox"/>	c. Record of Account <input type="checkbox"/>				
7. Wage and Income transcript (W-2, 1098-E, 1099-G, etc.) <input type="checkbox"/>						
a. Enter a max of three form numbers here; if no entry is made, all forms will be sent.						
b. Mark the checkbox for taxpayer(s) requesting the wage and income transcripts. If no box is checked, transcripts will be provided for all listed taxpayers Line 1a <input type="checkbox"/> Line 2a <input type="checkbox"/>						
8. Year or period requested. Enter the ending date of the tax year or period using the mm dd yyyy format (see instructions) 12/31/2022 12/31/2021 12/31/2020						
Caution: Do not sign this form unless all applicable lines have been completed.						
Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or, if applicable, line 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, at least one spouse must sign; however, if both spouses' names and TINs are listed in lines 1a-1b and 2a-2b, both spouses must sign the request. If signed by a corporate officer, 1 percent or more shareholder, partner, managing member, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-C on behalf of the taxpayer. Note: This form must be received by IRS within 120 days of the signature date.						
<input checked="" type="checkbox"/>	Signatory attests that he/she has read the above attestation clause and upon so reading declares that he/she has the authority to sign the Form 4506-C. See instructions.					
Sign Here		Signature for Line 1a (see instructions) 		Date 10-4-23	Phone number of taxpayer on line 1a or 2a (817) 441-0780	
		<input type="checkbox"/> Form 4506-C was signed by an Authorized Representative		<input type="checkbox"/> Signatory confirms document was electronically signed		
		Print/Type name MARTIN C GONZALEZ				
		Title (if line 1a above is a corporation, partnership, estate, or trust)				
		Spouse's signature (required if listed on Line 2a) 		Date 10-4-23		
		<input type="checkbox"/> Form 4506-C was signed by an Authorized Representative		<input type="checkbox"/> Signatory confirms document was electronically signed		
Print/Type name BLANCA D GONZALEZ						



Instructions for Form 4506-C, IVES Request for Transcript of Tax Return

Section references are to the Internal Revenue Code unless otherwise noted.

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Taxpayer Notification. Section 6103(c) limits disclosure and use of return information provided pursuant to your consent and holds the recipient subject to penalties, brought by private right of action, for any unauthorized access, other use, or redisclosure without your express permission or request.

Purpose of form. Use Form 4506-C to request tax return information through an authorized IVES participant. You will designate an IVES participant to receive the information on line 5a.

Note: If you are unsure of which type of transcript you need, check with the party requesting your tax information.

Where to file. The IVES participant will fax Form 4506-C with the approved IVES cover sheet to their assigned Service Center

Chart for ordering transcripts

If your assigned Service Center is:	Fax the requests with the approved coversheet to:
Austin Submission Processing Center	Austin IVES Team 844-249-6238
Kansas City Submission Processing Center	Kansas City IVES Team 844-249-8128
Ogden Submission Processing Center	Ogden IVES Team

Specific Instructions

Line 1a/2a (if spouse is also requested). For IMF Requests: Enter the First, Middle Initial, and Last Name in the indicated fields. If all characters will not fit, please enter up to 12 for First name and 22 for Last name. For BMF Requests: Enter the company name in the Last Name field. If all characters will not fit, please enter up to 22.

Line 1b/2b (if spouse is also requested). Enter the social security number (SSN) or individual taxpayer identification number (ITIN) for the individual listed on line 1a including the dashes in the correct format, or enter the employer identification number (EIN) for the business listed on line 1a including the dashes in the correct format.

Line 1c/2c (if spouse is also requested). Enter your previous name as shown on your last filed tax return if different than line 1a.

Line 3. Enter your current address in the indicated fields. If you use a P.O. Box, include it and the number in the Current Address field.

Line 4. Enter the address shown on the last return filed if different from the address entered on line 3.

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Line 5b. Enter up to 10 numeric characters to create a unique customer file number that will appear on the transcript. The customer file number cannot contain an SSN, ITIN or EIN. Completion of this line is not required.

Line 5c. Enter up to 10 alpha-numeric characters to create a unique identifier that will show in the mailbox file information. The unique identifier cannot contain an SSN, ITIN or EIN. Completion of this line is not required. Note: If you use an SSN, we will not input the information and the customer file number or unique identifier will reflect a generic entry of "9999999999".

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Line 7. The IRS can provide a transcript that includes data from these information returns: Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript. Enter up to three information return types. If no specific type is requested, all forms will be provided. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, Form W-2 information for 2016, filed in 2017, will likely not be available from the IRS until 2018. If you need Form W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213.

Line 8. Enter the end date of the tax year or period requested in mm dd yyyy format. This may be a calendar



You must check the box in the signature area to acknowledge you have the authority to sign and request the information. The form will not be processed if unchecked.

Signature and date. Form 4506-C must be signed and dated by the taxpayer listed on line 1a and, if listed, 2a. The IRS must receive Form 4506-C within 120 days of the date signed by the taxpayer or it will be rejected. Ensure that all applicable lines, including lines 5a through 8, are completed before signing.

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Electronic Signature: Only IVES participants that opt in to the Electronic Signature usage can accept electronic signatures. Contact the IVES participant for approval and guidance for electronic signatures. If the Form 4506-C is signed electronically, the Electronic Signature check box must be marked.

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(1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer. A bona fide shareholder of record owning 1 percent or more of the outstanding stock of the corporation may submit a Form 4506-C but must provide documentation to support the requester's right to receive the information.

Partnerships. Generally, Form 4506-C can be signed by any person who was a member of the partnership during any part of the tax period requested on line 8.

All others. See section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

Documentation. For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the letters testamentary authorizing an individual to act for an estate.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506-C will vary depending on individual circumstances. The estimated average time is:

Learning about the law or the form 10 min.
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If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-C simpler, we would be happy to hear from you. You can write to:

Internal Revenue Service
Tax Forms and Publications Division
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send the form to this address. Instead, see Where to file on this page.





Estimate of Closing Costs Worksheet

Date: October 03, 2023 Estimated Home Value: \$530,000.00
 Prepared For: MARTIN C and BLANCA D GONZALEZ

Property Address: 11237 GARY AVENUE, CROWLEY, Texas 76036

This is not a Good Faith Estimate or a Truth-in-Lending Disclosure Statement required by federal law. If you make an application with us, your Good Faith Estimate and Truth-in-Lending Disclosure Statement will be provided to you in the opening package. This is not a commitment to lend, nor is it a rate lock, pre-qualification or pre-approval. This worksheet is intended to assist you in evaluating a loan or home purchase using estimated closing and property costs. Closing and settlement costs, reserve deposits, interest rate and Annual Percentage Rate (APR) are subject to change and the estimates shown below may be more or less depending on factors such as down payment, property type, and occupancy. Housing costs will vary depending on location, homeowner's association dues, local and state fees, taxes, and hazard and mortgage insurance. Charges from third parties, which may include Lender's affiliates, will be passed through at the actual cost charged by the third party. You should review these estimated charges when considering the total cost of your loan.

Estimated Closing Costs

Finance Charges	POC Amount	Estimated Amount
Document preparation		\$225.00
Flood certification		\$14.00
HECM counseling fee	\$145.00	
MERS Registration		\$24.95
Mortgage Insurance Premium		\$10,600.00
Origination Fee		\$6,000.00
Settlement or closing fee		\$1,875.00
Other Charges		
Courier Fee		\$75.00
Appraisal fee		\$675.00
Credit report		\$94.56
Homeowner's insurance		\$1,425.60
Lender's title insurance		\$3,099.00
Miscellaneous Endorsements		\$224.95
Recording charges mortgage		\$358.00
Recording Service Fee		\$75.00
TX - Tax Certificate		\$32.00
TX - Texas Guaranty Fee		\$2.00
	\$145.00	\$24,800.06
Total Estimated Settlement Costs		\$24,945.06

Home Equity Conversion Mortgage Federal Truth-In-Lending Loan Closing Disclosure Statement

FHA Case Number: 513-2669257-962

Loan Number: 4661496

In this Disclosure, the words "you", "your", and "yours" mean the Borrower(s), and the words "we", "us" and "our" mean **South River Mortgage, LLC**.

The Home Equity Conversion Mortgage ("HECM" or "Account") will be governed by two Notes (the "First Note" and the "Second Note," collectively, the "Notes"), a Loan Agreement, and two Mortgages or Deeds of Trust (the "First Security Instrument" and the "Second Security Instrument," collectively, the "Security Instruments"). You will be able to obtain loan advances under a set schedule and/or by requesting advances up to the available Principal Limit. Loan advances are not available to a Non-Borrowing Spouse or a Non-Borrowing Owner.

SECURITY INTEREST: You are giving us and the Commissioner of the Federal Housing Administration ("Commissioner") a security interest in the residential Property located at **11237 GARY AVENUE, CROWLEY, Texas 76036** (the "Property").

You could lose this Property if you do not meet the obligations in the Notes, Security Instruments and Loan Agreement.

POSSIBLE ACTIONS: Under certain conditions discussed below, we may take certain actions including terminating your Account and accelerating your outstanding balance, suspending your credit privileges, and implementing certain changes to the Notes, Security Instruments and Loan Agreement.

We can terminate your Account and/or immediately require payment of the entire outstanding balance in one payment if:

- All of the borrowers and any Eligible Non-Borrowing Spouse have died.
- All of the Borrowers have sold or conveyed title to the Property (other than a transfer of the Borrower's title into a trust that satisfies the requirements of the Commissioner or a transfer of title to the Property from such a trust to the Borrower) and no Borrower retains a leasehold under a permitted lease or retains a life estate interest in the Property.
- The Property is no longer the principal residence of at least one Borrower, or an Eligible Non-Borrowing Spouse does not continue to occupy the Property as his/her principal residence after the last surviving Borrower dies, other than allowable temporary absences.
- No Borrower maintains, the Property as a principal residence for a period exceeding 12 months because of physical or mental illness and an Eligible Non-Borrowing Spouse if applicable, does not continue to occupy the Property a his/her principal residence.
- The Borrower, or the Eligible Non-Borrowing Spouse during the Deferral Period fails to pay property charges consisting of real estate taxes, all required property insurance premiums, ground rents, condominium fees, planned unit development fees, homeowners' association fees and special assessments, and fails to cure the delinquency.



- The Property is in disrepair and the Borrower, or an Eligible Non-Borrowing Spouse during a Deferral Period has refused or is unable to fix the Property.
- The Borrower, or an Eligible Non-Borrowing Spouse during a Deferral Period violates any other covenants of the Security Instruments and has refused or is unable to comply with the violated conditions of the Security Instruments.

We can refuse to make additional extensions of credit during any period in which the following are in effect:

- During the First 12-Month Disbursement Period if the Initial Disbursement Limit is met or exceeded.
- The outstanding balance equals the credit limit ("Principal Limit").
- We have notified you that we will require immediate payment of the entire outstanding balance due to the occurrence of one of the events of termination listed above.
- The initial repairs required to bring the Property up to the Minimum Property Standards required by the Commissioner are not completed by the time required in the Repair Rider to the Loan Agreement.
- We determine on the basis of title evidence that the Property securing the Account is encumbered by any liens that jeopardize the first lien status of the First Security Instrument or the second lien status of the Second Security Instrument, or if you refuse to execute any document approved by the Commissioner to extend the first and second lien status to an additional maximum principal balance or an additional number of years.
- A petition for bankruptcy by or against you is filed.
- You have paid the Notes in full.
- During a Deferral Period.

We can make certain changes to the terms of the Account. We may make changes to the Account if you agree to the change in writing at that time, if the change will unequivocally benefit you throughout the remainder of the Account, if the change is insignificant or if the change involves the substitution of the index and margin if the current index becomes unavailable (as described below).

ADDITIONAL KEY TERMS: The "First 12-Month Disbursement Period" is the period that begins on the loan closing date and ends on the day before the anniversary date of loan closing. The "Initial Disbursement Limit" is the maximum disbursement amount allowed at closing and during the First 12- Month Disbursement Period and is the greater of (1) sixty percent (60%) of the Principal Limit, or (2) the sum of Mandatory Obligations plus ten (10%) percent of the Principal Limit. "Mandatory Obligations" are fees and charges incurred in connection with the origination of the HECM that are paid at loan closing, including paying off an existing mortgage on your home. See your loan documents for additional information about the Initial Disbursement Limit, the First 12-Month Disbursement Period, and your responsibility for real estate property taxes and hazard insurance.



"Non-Borrowing Spouse" is the spouse of the Borrower, as determined by the law of the state in which the spouse of the Borrower and the Borrower reside or the state of celebration, at the time of closing and who is not a Borrower. "Eligible Non-Borrowing Spouse" is a Non-Borrowing Spouse who meets the requirements established by the Commissioner that a Non-Borrowing must satisfy in order to be eligible for the Deferral Period. "Deferral Period" is the period of time following the death of the last surviving Borrower or non-occupancy of the Borrower during which the due and payable status of the HECM is deferred based on the continued satisfaction of the requirements for an Eligible Non-Borrowing Spouse, which include, occupying the Property as his or her principal residence, paying all required property charges, maintaining the Property and annually certifying that all requirements for the application of a Deferral Period continue to apply and continue to be met.

MINIMUM PAYMENT REQUIREMENTS: Subject to the Initial Disbursement Limit, you can obtain advances of credit under one of several "payment plans" available under the HECM program. Subject to the Initial Disbursement Limit, the length of time during which you can obtain advances depends upon the payment plan that you select. As long as the Account is not due and payable under the conditions set forth above, subject to the Initial Disbursement Limit, you may obtain advances under the following payment plans:

(a) Tenure plan: Under this plan, subject to the Initial Disbursement Limit, you will receive equal monthly payments from us for as long as you occupy the Property as a principal residence.

(b) Term plan: Under this plan, subject to the Initial Disbursement Limit, you will receive equal monthly payments from us for a fixed period that you select.

(c) Line of Credit plan: Under this plan, subject to the Initial Disbursement Limit, you will receive advances in unscheduled payments or in installments, at times and in amounts that you choose until the line of credit is exhausted.

(d) Modified Term or Tenure plan: Under these plans, subject to the Initial Disbursement Limit, you may combine a line of credit with monthly payments. In exchange for reduced monthly payments, you will set aside a specified amount of money at closing for a line of credit, on which you can draw, subject to the Initial Disbursement Limit, until the line of credit is exhausted.

Subject to the Initial Disbursement Limit, the period during which you can obtain advances (the "Draw Period") is, therefore, indefinite under the Tenure and Line of Credit or Modified Term or Tenure plans. After the First 12-Month Disbursement Period, there are no limitations on the amount of an advances you may obtain under the line of credit (as long as you remain within your credit limit (or Principal Limit). You can choose the length of the Draw Period under the Term plan. [If you have chosen a Term plan, you have elected a Draw Period of N/A years, N/A months]. Subject to the Initial Disbursement Limit, if certain conditions are met, including the payment by you to us of a fee in the amount of \$20.00, you can switch from one payment plan to another at any time during the life of your Account as long as outstanding balance is less than the Principal Limit. If you elect to change your payment plan, the length of your Draw Period may also change.

During the First 12-Month Disbursement Period, if the Lender advances any funds to you that exceed the Initial Disbursement Limit, you may be required to return such funds to Lender.

Repayment of your HECM will be due in one single payment; therefore, there will be no repayment period. Your payment will be due when: (a) a or all Borrowers die and the Property is not the principal residence of an Eligible Non-Borrowing Spouse, (b) a Borrower conveys all of his or her title to the Property (other than a transfer of the Borrower's title into a trust that satisfies the



and no other Borrower retains title to the Property in fee simple or on a leasehold interest or a life estate, or (c) upon approval by the Commissioner, if: (i) the Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower, (ii) for a period longer than 12 consecutive months a Borrower fails to physically occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower or Eligible Non-Borrowing Spouse, or (iii) an obligation of the Borrower or Eligible Non-Borrowing Spouse under the Security Instruments is not performed.

Your minimum payment will be equal to the amount of (1) all advances you have obtained, (2) all advances that we have made to pay for repairs, escrows, monthly mortgage insurance premiums, servicing fees and other charges that you authorize us to pay or for which we are permitted to advance funds under the Notes, Security Instruments and Loan Agreement, (3) all interest that has accrued on the amount outstanding from time to time and (4) any other fees or charges that are due under your Notes, Security Instruments and Loan Agreement.

MINIMUM DRAW AND BALANCE REQUIREMENTS: Subject to the Initial Disbursement Limit, the amount of your advances and any limitations on those advances will depend upon the payment plan that you select. If you have selected a Tenure or Term plan or a Modified Term or Tenure plan, then the amount of your advances (payments to you) will be set at N/A and will be paid to you on a monthly basis. If you selected a Line of Credit plan or a Modified Term or Tenure plan (payment plans with monthly payments combined with a line of credit), subject to the Initial Disbursement Limit, there are no limitations on the amount of an advance or the number of advances you may obtain under the line of credit (as long as you remain within your credit limit for the line of credit feature). Subject to the Initial Disbursement Limit, you may change the type of payment plan throughout the life of the Account (including switching to a Line of Credit plan) if the outstanding balance is less than the Principal Limit. There are no minimum outstanding balance requirements under the Account.

FINANCE CHARGE: Each advance or payment made to you or on your behalf under your HECM will be subject to a monthly **Finance Charge** beginning on the day after each advance or payment is made. A **Finance Charge** will continue to be assessed on your HECM until the entire outstanding balance and all fees due under the Notes, Security Instruments and Loan Agreement are paid, which include a Deferral Period.

The interest portion of the **Finance Charge** on your Account is computed by calculating the **Finance Charge** on the balance existing at the beginning of each month, calculating the **Finance Charge** on each advance or payment made to you or on your behalf during the month, and then adding all of these sums together. We start with the outstanding principal balance on your Account at the beginning of each month, which includes **Finance Charges** from the prior month (the "Outstanding Principal Balance"). At the end of each month, we multiply the Outstanding Principal Balance by the then-current **Annual Percentage Rate** and then divide the result of this calculation by 12 (the "Monthly Periodic Rate"). At the end of each month in which any advances or payments have been made to you or on your behalf, we multiply the amount of the advance or payment by the number of days remaining in the month after that advance or payment was made (not including the day the advance was made) and then multiply this amount by the then-current **Annual Percentage Rate** and divide the result of this calculation by 365 (the "Daily Periodic Rate"). This calculation is repeated for each advance or payment made to you or on your behalf during the month. The sum of the final result of these calculations equals the interest portion of your **Finance Charge** for the month. Advances made to pay fees or **Finance Charges** due under the Account will also accrue **Finance Charges** as described above.

In addition, mortgage insurance premiums ("MIP"), which are a **Finance Charge**, are computed by



calculating the MIP on the Outstanding Principal Balance, calculating the MIP on each advance or payment made to you or on your behalf during the month, and then adding all of these sums together. At the end of each month, we multiply the Outstanding Principal Balance by 0.50% and then divide the result of this calculation by 12 (the "MIP Monthly Periodic Rate"). At the end of each month in which any advances or payments have been made to you or on your behalf, we multiply the amount of the advance or payment by the number of days remaining in the month after that advance or payment was made, (not including the day the advance was made) and then multiply this amount by 0.50% and divide the result of this calculation by 365 (the "MIP Daily Periodic Rate"). This calculation is repeated for each advance or payment made to you or on your behalf during the month. The sum of the final result of these calculations equals the mortgage insurance portion of your **Finance Charge** for the month. The MIP Monthly Periodic Rate applicable to your Account to calculate the MIP on the Outstanding Principal Balance is 0.041667%. The MIP Daily Periodic Rate applicable to your Account to calculate the MIP on each advance or payment made to you or on your behalf during the month is 0.001370%. The corresponding **Annual Percentage Rate** to these MIP Periodic Rates is 0.50%.

Another **Finance Charge** in an amount not to exceed that determined by the Commissioner will be imposed each time you elect to change your payment plan. You must also pay at settlement an Origination Fee and an Initial MIP, which are both **Finance Charges**. These fees must be paid in the amounts disclosed in the "Finance Charge" paragraph of the "Fees and Charges" section below.

(The following paragraph is applicable only if the box at left is checked)
Because repairs that are necessary to bring the Property up to the Commissioner's Minimum Property Standards will be completed after closing and because advances from the Account will be used to pay for these repairs, a Repair Administration Fee, not to exceed the greater of one and one-half percent of the amount advanced for the repairs or fifty dollars (\$50), which is a **Finance Charge**, will be imposed when advances are made to pay for those repairs, or if permitted by the Commissioner, at settlement.

RATE CHANGES: The calculation of rate changes will depend on whether you select an annually adjustable or monthly adjustable variable rate Account. The paragraph next to the checked box applies to your Account.

The **Annual Percentage Rate** for the interest portion of the **Finance Charge** may increase or decrease annually based upon changes in the Weekly Average Yield on United States Treasury Securities Adjusted to a Constant Maturity of One year ("Index"). However, your first rate change can occur between twelve and eighteen months after the date of closing. Rate changes can occur every twelve months thereafter. To determine the **Annual Percentage Rate** that will apply to the Account, we add a margin to the value of the Index, subject to certain rate limitations. However, the **Annual Percentage Rate** cannot change by more than 2 percentage points at each rate change or by more than 5 percentage points over the life of the Account. Increases in the **Annual Percentage Rate** will result in larger advances made to pay the increased accrued interest portion of the **Finance Charge** and a larger Outstanding Principal Balance.

The **Annual Percentage Rate** for the interest portion of the **Finance Charge** may increase or decrease monthly based upon changes in the Weekly Average Yield on United States Treasury Securities Adjusted to a Constant Maturity of One year ("Index"). However, your first rate change will occur on the first day of the second full month. Rate changes can occur every month thereafter. To determine the **Annual Percentage Rate** that will apply to the Account, we add a margin to the value of the Index, subject to certain rate limitations. There are no limitations on the amount of the rate change each month; however, the **Annual Percentage Rate** cannot increase by more than 5 percentage points over the life of the Account. Increases in the **Annual Percentage Rate** will result in larger advances made to pay the increased accrued interest portion of the **Finance Charge** and a



larger Outstanding Principal Balance.

Regardless of which paragraph is checked above, the Lender will round the result of the Margin plus the Index to the nearest one-eighth of one percentage point (0.125%). Subject to the rate limits described above (depending upon which paragraph is checked above), this rounded amount will be your new interest rate until the next rate change date. If the Index is less than zero, then the Index will be deemed to be zero for purposes of calculating your interest rate.

In the event the Index is no longer available, we will use a new index and provided by the Commissioner. The new index plus margin will have an historical movement substantially similar to the original index and the new index and margin will result in an **Annual Percentage Rate** that is substantially similar to the rate in effect at the time the original index becomes available.

The initial Monthly Periodic Rate applicable to your Account to calculate the interest portion of the **Finance Charge** on the Outstanding Principal Balance is **0.6841667%**. The initial Daily Periodic Rate applicable to your Account to calculate the interest portion of the **Finance Charge** on each advance or payment made to you or on your behalf during the month is **0.02249%**. The corresponding **Annual Percentage Rate** to these periodic rates (relating to the interest portion of the Finance Charge) is **8.210%**. The Margin, which is added to the value of the Index, will be **2.750%**. The **Annual Percentage Rate** includes only interest and not other costs.

MAXIMUM RATE: The maximum **Annual Percentage Rate** (relating to the interest portion of the **Finance Charge**) that can apply to your Account is **13.210%**.

NEGATIVE AMORTIZATION: Under the HECM, you are not required to make any payments until one of the conditions of termination described above occurs. Therefore, the Principal, **Finance Charges**, and certain other charges that accrue under the HECM are not paid as they accrue and "negative amortization" will occur. Negative amortization, under which the accrued Principal, **Finance Charges**, and certain other charges are added to the balance, will increase the amount required to pay-off the HECM and reduce the equity in the Property.

TAX DEDUCTIBILITY: You should consult a tax advisor regarding the deductibility of interest and charges for the Account.

FEES AND CHARGES: You must pay certain charges in connection with this Account as follows:

- (a) **Finance Charges:** You must pay the following **Finance Charges** in connection with the opening of your Account at settlement:

Collateral Desktop Analysis	\$0.00
Document preparation	\$225.00
Flood certification	\$14.00
HECM counseling fee	\$0.00
MERS Registration	\$24.95
Mortgage Insurance Premium	\$10,600.00
Origination Fee	\$6,000.00
Repair administration	\$0.00



Settlement or closing fee	\$1,875.00
Trust Review Fee	\$0.00
Total	\$18,738.95
	\$145.00

(b) **Settlement Costs:** You must pay the following charges in connection with the opening of your Account at settlement:

	\$0.00
	\$0.00
	\$0.00
Courier Fee	\$75.00
Appraisal fee	\$675.00
Credit report	\$94.56
Homeowner's insurance	\$1,425.60
Lender Credit	\$0.00
Lender's title insurance	\$3,099.00
Lender's title policy limit	\$0.00
Miscellaneous Endorsements	\$224.95
Owner's title insurance	\$0.00
Recording charges mortgage	\$358.00
Recording Service Fee	\$75.00
State tax/stamps deed	\$0.00
Texas Title Agent	\$0.00
TX - Tax Certificate	\$32.00
TX - Texas Guaranty Fee	\$2.00
Total	\$6,061.11
	\$0.00

(c) **Miscellaneous Charges:** You agree to pay and have charged to your Account an additional **Finance Charge** of **\$0.00** per month for the servicing of your Account.

PROPERTY INSURANCE: Property hazard insurance is required. The borrower may obtain such insurance from any source he or she wants that is acceptable to us.

YOUR BILLING RIGHTS

KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Statement

If you think your statement is wrong, or if you need more information about a transaction on your statement, write us [on a separate sheet] at:

South River Mortgage, LLC
1750 Forest Drive, Suite 195
Annapolis, MD 21401

Attention: Tyler Plack. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.



In your letter, give us the following information:

- Your name and Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the statement was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including **Finance Charges**, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any **Finance Charges** related to any questioned amount. If we didn't make a mistake, you may have to pay **Finance Charges**, and you will have to make any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your statement was correct.

Although all of your billing error rights apply, because of the way the Account is structured, some of the requirements discussed above (e.g. regarding payments to us) may not be relevant to your Home Equity Conversion Mortgage (HECM) loan.

I/We hereby acknowledge receipt of the Home Equity Conversion Mortgage Federal Truth-in-Lending Loan Closing Disclosure Statement and agree to its terms.

Martin C Gonzalez
MARTIN C GONZALEZ

10-4-23
Date

Blanca D Gonzalez
BLANCA D GONZALEZ

10-4-23
Date



HECM Information Disclosure



Borrower: **MARTIN C and BLANCA D GONZALEZ**

Property Address: **11237 GARY AVENUE
CROWLEY, Texas 76036**

Loan Number: **4661496**

I/We acknowledge that the following information regarding the HECM loan program was clearly communicated to me/us and that I/we are fully informed of all the features available to HECM borrowers:

- FHA insures fixed interest rate mortgages, as well as annual and monthly adjustable interest rate mortgages;
- Under an adjustable rate mortgage, the borrower can choose between five payment plans, including a term or tenure payment option, or a line of credit, or a modified term or modified tenure payment option (where a line of credit is combined with a term or tenure payment option feature), and has the ability to change the method of payment under the HECM at any time, provided funds are available;
- Fixed interest rate mortgages are limited to the Single Disbursement Lump Sum payment option where there is a single, full draw at loan closing and the mortgage does not provide for future draws by the borrower;
- The amount of funds available to the borrower is currently determined by the age of the youngest borrower, or an Eligible Non-Borrowing spouse, if applicable; and
- The disbursement of mortgage proceeds during the first twelve-month disbursement period is subject to an initial disbursement limit as determined by requirements set by the Federal Housing Commissioner.



MARTIN C GONZALEZ

10-4-23
Date



BLANCA D GONZALEZ

10-4-23
Date

TEXAS Home Equity Conversion Mortgage Adjustable Rate Loan Agreement

FHA Case No. **513-2669257-962**
Loan No. **4661496**

THIS AGREEMENT is made on, **October 4, 2023**, among
MARTIN C and BLANCA D GONZALEZ ("Borrower"), and
South River Mortgage, LLC ("Lender")

Article 1 - Definitions

1.1. Borrower is defined above. Borrower is a trustor who is an original borrower under the Loan Documents and this Loan Agreement. The term does not include the Borrower's successors or assigns.

1.2 Commissioner means the Federal Housing Commissioner or his or her authorized representatives.

1.3. Deferral Period means the period of time during which the due and payable status of a loan is further deferred based on the continued satisfaction of the requirements for an Eligible Non-Borrowing Spouse determined by the Commissioner, the Lender and all other FHA requirements.

1.4. Eligible Non-Borrowing Spouse means a Non-Borrowing Spouse who meets the Qualifying Attributes requirements established for a Deferral Period.

1.5. Expected Average Mortgage Interest Rate means the amount indicated on the Payment Plan. It is a constant interest rate used to calculate monthly payments to the Borrower throughout the life of the loan.

1.6. First 12-Month Disbursement Period means the period that begins on the day of loan closing and ends on the day before the first anniversary date of loan closing. When the day before the anniversary date of loan closing falls on a Federally-observed holiday, Saturday or Sunday, the period end date will be on the next business day.

1.7. Ineligible Non-Borrowing Spouse means a Non-Borrowing Spouse who does not meet the Qualifying Attributes requirements established for a Deferral Period.

1.8. Initial Disbursement Limit means the maximum disbursement to the Borrower allowed at loan closing and during the First 12-Month Disbursement Period which is the greater of sixty percent (60%) of the Principal Limit; or the sum of Mandatory Obligations, plus an additional ten percent (10%) of the Principal Limit. The Initial Disbursement Limit shall not exceed the Principal Limit amount established at loan closing.

1.9. LESA Property Charges means certain Property Charges consisting of taxes, hazard insurance premiums, flood insurance premiums and any assessments levied against the Property.



1.10. Loan Advances means all funds advanced from or charged to Borrower's account under conditions set forth in this Loan Agreement and/or Note and Security Instrument, whether or not actually paid to Borrower.

1.11. Loan Documents means the Note, Second Note, Security Instrument and Second Security Instrument.

1.12. Mandatory Obligations means only those charges, fees, amounts and expenses as authorized by the Commissioner.

1.13. Maximum Claim Amount means the lesser of the appraised value of the Property, as determined by the appraisal used in underwriting the loan, or the sales price of the Property being purchased for the sole purpose of being the Principal Residence, or the national mortgage limit under Section 255 (g) or (m) of the National Housing Act applicable to this Loan Agreement. Closing costs must not be taken into account in determining the appraised value.

1.14. Non-Borrowing Spouse means the spouse N/A, as determined by the law of the state in which the spouse N/A and Borrower N/A reside or the state of celebration, of the Borrower N/A at the time of closing and who is not a Borrower.

1.15. Note means the promissory note signed by Borrower together with this Loan Agreement and given to Lender to evidence Borrower's promise to repay, with interest, Loan Advances by Lender or Lender's assignees.

1.16. Payment Plan means the payment plan set forth in Exhibit 1, which is attached to and made a part of this Loan Agreement.

1.17. Principal or Principal Balance means the sum of all Loan Advances made as of a particular date, including interest and mortgage insurance premiums.

1.18. Principal Limit means the amount indicated on the Payment Plan when this Loan Agreement is executed, and increases each month for the life of the loan at a rate equal to the sum of the applicable monthly interest rate charge, plus one-twelfth the annual MIP. The Principal Limit is calculated by multiplying the Maximum Claim Amount by a factor supplied by the Commissioner.

1.19. Principal Residence means the homestead where a Borrower, and if applicable, a Non-Borrowing Spouse maintains his or her permanent place of abode, and typically spends the majority of the calendar year. A person may have only one Principal Residence at any one time. The Property shall be considered to be the Principal Residence of any Borrower who is temporarily in a health care institution provided the Borrower's residency in a health care institution does not exceed twelve (12) consecutive months. The Property shall be considered to be the Principal Residence of any Non-Borrowing Spouse, who is temporarily in a health care institution, as long as the Property is the Principal Residence of his or her Borrower spouse, who physically resides in the Property. During a Deferral Period, the Property shall continue to be considered to be the Principal Residence of any Eligible Non-Borrowing Spouse, who is temporarily in a health care institution, provided the Eligible Non-Borrowing Spouse physically occupied the Property immediately prior to entering the health care institution and the Eligible Non-Borrowing Spouse's residency in a health care institution does not exceed twelve (12) consecutive months.

1.20. Property means Borrower's property identified in the Security Instrument.



1.21. Property Charges means taxes, hazard insurance premiums, flood insurance premiums, and any assessments levied against the Property, including but not limited to ground rents, condominium fees, planned unit development fees, and home owner's association fees.

1.22. Qualifying Attributes means those requirements established by the Commissioner and the Lender that the Non-Borrowing Spouse must satisfy in order to be eligible for the Deferral Period.

1.23. Second Note means the promissory note signed by Borrower together with this Loan Agreement and given to the Commissioner to evidence Borrower's promise to repay, with interest, Loan Advances by the Commissioner secured by the Second Security Instrument.

1.24. Second Security Instrument means the mortgage, deed of trust, security deed or other security instrument which is signed by Borrower and Trustor, together with this Loan Agreement and which secures the Second Note.

1.25. Security Instrument means the mortgage, deed of trust, security deed or other security instrument which is signed by Borrower and Trustor, together with this Loan Agreement and which secures the Note.

1.26. Trustor is an original trustor under the Security Instrument. The term includes Trustor's heirs, executors, administrators, and assigns.

1.27. Term of the Loan means the period of time which starts on the date the Lender funds the loan and ends on the date on which all amounts due under the Loan Documents and this Loan Agreement are fully repaid or otherwise satisfied.

Article 2 - Loan Advances

2.1. General. Lender agrees to make Loan Advances under the conditions set forth in this Loan Agreement in consideration of the Note and Security Instrument given by Borrower on the same date as this Loan Agreement. The Borrower may not use a credit card, debit card, preprinted solicitation check, or similar device to obtain Loan Advances under this Agreement.

2.2. Initial Advances.

2.2.1. Loan Advances shall be used by Lender to pay, or reimburse Borrower for, closing costs listed in the Schedule of Closing Costs (Exhibit 2) attached to and made a part of this Loan Agreement, except that Loan Advances will only be used to pay origination fees in an amount not to exceed the greater of two thousand five hundred dollars (\$2,500) or two percent (2%) of the Maximum Claim Amount, up to a Maximum Claim Amount of two hundred thousand dollars (\$200,000), plus one percent (1%) of any portion of the Maximum Claim Amount that is greater than two hundred thousand dollars (\$200,000). The Lender may not charge the Borrower an origination fee in excess of six thousand dollars (\$6,000).

2.2.2. Loan Advances shall be used by Lender to discharge those liens on the Property listed in the Schedule of Liens/HECM for Purchase Disbursements to Seller (Exhibit 2) attached to and made a part of this Loan Agreement.

2.2.3. Lender shall pay an initial Loan Advance to Borrower in the amount indicated on the Payment Plan.

2.2.4. Initial advances required by this Section 2.2 shall be made as soon as such advances are



permitted by the applicable provisions of 12 CFR Part 1026 (Truth in Lending) governing Borrower's right of rescission, but not before that time.

2.2.5. Borrower's aggregate initial advances and any subsequent advances made, except for any disbursements or accruals under 2.3.3, during the First 12-Month Disbursement Period may not exceed the Initial Disbursement Limit established at closing and in the amount indicated on the Payment Plan. In the event Borrower makes a payment towards the outstanding loan balance on the line of credit during the First 12-Month Disbursement Period, the Lender may make subsequent Loan Advances during the remainder of the First 12-Month Disbursement Period only to the extent Borrower's payment was applied to the outstanding Principal Balance.

2.2.6. If any requested Loan Advance would exceed the Initial Disbursement Limit established at closing, Lender must make a partial payment to the Borrower for the amount that would not exceed the limit. Prior to Lender paying a partial Loan Advance to avoid causing the aggregate initial advances to exceed the Initial Disbursement Limit within the First 12-Month Disbursement Period, Lender must provide Borrower with written notice about inability to exceed the threshold.

2.2.7. No Loan Advances are permitted during a Deferral Period, except for amounts disbursed or accrued from under 2.3.2, 2.3.3, 2.12.3, 2.13.3, and 2.15.3.

2.3. Set Asides.

2.3.1. Amounts set aside from the Principal Limit shall be considered Loan Advances to the extent actually disbursed or earned by Lender.

2.3.2. Lender shall initially set aside from the Principal Limit the amount indicated on the Payment Plan for repairs to be made in accordance with a Repair Rider attached to and made a part of this Loan Agreement (Exhibit 3). This set-aside remains available for disbursement during any Deferral Period and the Lender may add such disbursements to the Principal Balance for the sole purpose of paying the cost of the repairs specifically identified in the Repair Rider. Additionally, such repairs may only be disbursed if the repairs are satisfactorily completed during the time period established in the Repair Rider.

2.3.3. Lender shall initially set aside from the Principal Limit the amount indicated on the Payment Plan to be applied to payment due for a fixed monthly charge for servicing activities of Lender or its servicer. Such servicing activities are necessary to protect Lender's interest in the Property. A servicing fee set-aside, if any, is not available to the Borrower for any purpose, except to pay for loan servicing. A servicing set-aside under this Section remains available for disbursement during any Deferral Period and the Lender may add such disbursements to the Principal Balance.

2.3.4. Lender shall set aside from the Principal Limit any amounts required by Section 2.10 as indicated on the Payment Plan.

2.4. Charges and Fees. Borrower shall pay to Lender reasonable and customary charges and fees as permitted under 24 CFR 206.207(a). Such amounts shall be considered Loan Advances when actually disbursed by Lender. After the time the extension of credit is established, no transaction fee will be charged or collected by the Lender solely in connection with any debit or Loan Advance under this Loan Agreement.



2.5. Monthly Payments.

2.5.1. Loan Advances paid directly to Borrower shall be made in equal monthly payments if requested by Borrower.

2.5.2. Monthly payments, if requested under 2.5.1, shall be calculated based on the payment option requested by Borrower.

2.5.3. Monthly payments under the term payment option are made only during a term chosen by Borrower and shall be calculated so that the sum of (i) or (ii) as applicable added to (iii), (iv), (v) and (vi) shall be equal to or less than the Principal Limit at the end of the term; except that during the First 12-Month Disbursement Period, the amount calculated shall not be greater than the Initial Disbursement Limit:

(i) Initial advances under Section 2.2, plus any initial servicing fee set aside under Subsection 2.3.3, or

(ii) The Principal Balance at the time of a change in payments under Sections 2.8 and 2.9 plus any remaining servicing fee set aside under Subsection 2.3.3, and

(iii) The portion of the Principal Limit set aside as a line of credit under Section 2.7, including any set asides for repairs (Subsection 2.3.2) and first year LA Property Charges (Subsection 2.3.4 and Section 2.10), and

(iv) All monthly payments due through the payment term, including funds withheld for payment of Property Charges under Section 2.10, and

(v) All mortgage insurance premiums, or monthly charges due to the Commissioner in lieu of mortgage insurance premiums, which are due through the payment term (Subsection 2.13), and

(vi) All interest through the payment term. The Expected Average Mortgage Interest Rate shall be used for this purpose.

2.5.4. Monthly payments under the tenure payment option shall be calculated as in Subsection 2.5.3 as if there were a payment term with the number of months in the term equal to the sum of one hundred (100) minus the age of the youngest Borrower multiplied by twelve (12), but payments shall continue until the loan becomes due and payable as provided in the Loan Documents.

2.5.5. Monthly payments shall be paid to Borrower on the first business day of a month.

2.5.6. If Borrower has requested monthly payments, payments shall be indicated on the Payment Plan. The payment option may be changed by Borrower as provided in Sections 2.8 and 2.9.

2.5.7. Compliance with Section 50(k)(7), Article XVI of the Texas Constitution. If Lender fails to make Loan advances as required by the Loan Documents and if Lender fails to mail or electronically transfer such Loan Advances within thirty (30) days after notification from the Borrower, Lender shall forfeit all principal and interest under the Note. Such forfeiture does not apply if the first Security Instrument and Note are subsequently assigned to the Secretary.



2.6. Line of Credit without Monthly Payments.

2.6.1. Borrower can request Loan Advances under a line of credit payment option in amounts and at times determined by Borrower, if the Principal Balance of the loan after the Loan Advance is made is less than or equal to the applicable Principal Limit, except that during the First 12-Month Disbursement Period the amount available shall not be greater than the maximum amount permitted under 2.2.5, excluding any portion of the Principal Limit set aside under Subsections 2.3.2, 2.3.3, 2.3.4, and 2.10. The line of credit amount increases at the same rate as the total Principal Limit under Section 1.18.

2.6.2. Line of credit payments shall be paid to Borrower within five business days after Lender has received a written request for payment by Borrower.

2.6.3. Lender may specify a form for line of credit payment requests.

2.6.4. Lender shall provide Borrower with a statement of the account every time a line of credit payment is made. The statement shall include the current interest rate, the previous Principal Balance, the amount of the current Loan Advance, the current Principal Balance after the Loan Advance, and the current Principal Limit.

2.7. Line of Credit with Monthly Payments.

2.7.1. Borrower may receive monthly payments under either a term or tenure payment option combined with a line of credit, as indicated on the Payment Plan.

2.7.2. Subsections 2.6.2, 2.6.3 and 2.6.4 apply to a line of credit combined with term or tenure payments.

2.7.3. If Borrower combines a line of credit with a term or tenure payment option, the Principal Limit is divided into: (a) an amount for the line of credit payments, including any repair set-aside as provided for in Subsection 2.3.3 and amounts set-aside or withheld for Property Charges as provided for in Subsection 2.3.4 and Section 2.10, (b) an amount for monthly payments which shall be calculated under Subsection 2.5.3 or 2.5.4 and (c) an amount for a servicing fee set aside, if required by Lender under Subsection 2.3.3. Amounts designated for line of credit payments and monthly payments increase independently at the same rate as the total Principal Limit increases under Section 1.18. Borrower can request Loan Advances in amounts and at times determined by Borrower, if the requested amount is less than or equal to the difference between (a) the Principal Limit applicable to the line of credit set aside, except that during the First 12-Month Disbursement Period instead of using the applicable Principal Limit, the maximum amount permitted under 2.2.5 shall be used, and (b) the portion of the outstanding Principal Balance attributable to draws on the line of credit, including accrued interest and mortgage insurance premium or monthly charge due to the Commissioner, but excluding any portion of the Principal Limit set aside under Subsections 2.3.2, 2.3.3, 2.3.4 and 2.10.

2.7.4. A Borrower receiving monthly payments in combination with a line of credit may prepay the outstanding mortgage balance in accordance with the terms of the Note.



2.8. Change in Payments Generally.

2.8.1. Whenever the Principal Balance of the loan is less than the Principal Limit, Borrower may change from any payment option allowable under this Loan Agreement to another.

2.8.2. If Borrower requests that monthly payments be made after a change in payment option, Lender shall recalculate future monthly payments in accordance with Subsections 2.5.3 or 2.5.4.

2.8.3. Lender may charge a fee not to exceed twenty dollars, whenever payments are recalculated and in any other circumstances in which Borrower is required to sign a form acknowledging a change in payment option as provided in Subsection 2.8.5.

2.8.4. Loan Advances under a new payment option shall be paid to Borrower in the same manner and within the time period required under Sections 2.5, 2.6 or 2.7.

2.8.5. Changes in the payment option must be acknowledged by Borrower by signing a form containing the same information as the Payment Plan. Lender shall provide a copy of the completed form to Borrower.

2.9. Change in Payments Due to Initial Repairs.

2.9.1. If initial repairs after closing, made in accordance with the Repair Rider, are completed without using all of the repair set aside, Lender shall inform Borrower of the completion and the amount then available to the Borrower to be drawn under a line of credit.

2.9.2. If initial repairs after closing, made in accordance with the Repair Rider, cannot be fully funded from the repair set aside, any additional Loan Advances needed to complete repairs shall be made in the manner provided under Section 2.16.

2.9.3. If initial repairs are not completed when required by the Repair Rider, Borrower shall not request and Lender shall not make any further payments, except as needed to pay for repairs required by the Repair Rider and mandatory Loan Advances under Section 4.6. In order to complete the required repairs, Loan Advances shall be made first from the repair set aside, and then in the manner provided under Section 2.16.

2.10. Payment of Certain Property Charges.



2.10.1. Except as provided herein, Borrower shall pay all Property Charges and shall provide evidence of payment to the Lender when required by Lender.

2.10.2. Borrower [is required/has elected] to have a Fully-Funded Life Expectancy Set-Aside, which the Lender shall use as Loan Advances to pay the LESA Property Charges. Borrower shall remain responsible to pay all other Property Charges.

2.10.3. Lender shall set aside from the Principal Limit the amount indicated on the Payment Plan. Lender shall use the amounts set-aside to make timely payments of the LESA Property Charges listed in Section 2.10.2. The amounts set aside shall not exceed the projected LESA Property Charges that will be required over the life expectancy of the youngest Borrower and shall be calculated in accordance with the formula established by the Commissioner. Amounts set aside shall not be treated as Loan Advances and shall not bear interest except to the extent actually disbursed by Lender. During a Deferral Period, no amounts from the set-aside will be available for an Eligible Non-Borrowing Spouse.

2.10.4. Lender is required to perform an annual analysis of the Fully-Funded Life Expectancy Set-Aside to determine whether the funds are sufficient to make required distributions for the next year. If at any time the amounts remaining in the set-aside are insufficient to pay the LESA Property Charges when due or when there are no funds remaining in the set-aside, within fifteen (15) calendar days of the analysis the Lender shall notify Borrower that there are insufficient or no funds remaining and that Borrower is responsible for the timely payment of all the Property Charges, including the LESA Property Charges, throughout the remaining life of the loan. Lender shall convert any remaining funds in the set-aside to a line of credit.

2.10.5. If Borrower fails to pay any Property Charges Borrower is required to pay, including any LESA Property Charges in accordance with Section 2.10.4, Lender shall pay the Property Charges as a Loan Advance as required under Section 2.16; however, such election shall not preclude the Lender from taking action due to the Borrower's failure to pay Property Charges under this Section.

2.10.6. Borrower may not cancel the Fully-Funded Life Expectancy Set-Aside.

2.11. Insurance and Condemnation Proceeds. If insurance or condemnation proceeds are paid to Lender, the Principal Balance shall be reduced by the amount of the proceeds not applied to restoration or repair of the damaged Property and the available loan funds shall be recalculated. At the same time, the Principal Limit also shall be reduced by the amount of the proceeds applied to reduce the Principal Balance.

2.12. Interest.

2.12.1. Interest shall be calculated as provided in the Loan Documents.

2.12.2. Interest shall accrue daily and be added to the Principal Balance as a Loan Advance at the end of each month.

2.12.3. Interest shall continue to accrue as provided in 2.12.2 during the Term of the Loan.



2.13. Mortgage Insurance Premium (MIP); Monthly Charge.

2.13.1. Monthly MIP shall be calculated as provided by the Commissioner. If the Security Instrument is held by the Commissioner or if the Commissioner makes Loan Advances secured by the Second Security Instrument, a monthly charge shall be due to the Commissioner and shall be calculated in the same manner as MIP.

2.13.2. To protect Lender's interest in the Property, Borrower authorizes Lender to advance the full amount of monthly MIP or monthly charge, including any portion of the MIP retained by the Lender as provided by the Commissioner as a Loan Advance on the later of the first day of the month or the day Lender pays the MIP to the Commissioner, if any MIP is due to the Commissioner. In the event that the Note becomes due and payable or the Note is prepaid in full after the first day of the month, Lender may add accrued MIP to the Principal Balance or the Commissioner may add the accrued monthly charge to the Principal Balance.

2.13.3. In the event of a Deferral Period, the monthly MIP will continue to accrue and the Lender may add the accrued MIP to the Principal Balance.

2.14. Manner of Payment. Only a Borrower has a right to receive Loan Advances. Borrowers shall choose to receive Loan Advances by either electronic funds transfer to a bank account designated by all Borrowers or by check mailed to an address designated by all Borrowers, except where all Borrowers agree in a written notice delivered to Lender that payment should be made directly to a third party for the benefit of the Borrowers. Borrowers may change the manner of payment by notifying Lender.

2.15. Protection of Property.

2.15.1. If Borrower vacates or abandons the Property, or if Borrower is in default under the Security Instrument, then Lender may make reasonable expenditures to protect and preserve the Property and these expenditures will be considered Loan Advances as required under Section 2.16.

2.15.2. If Borrower fails to pay governmental or municipal charges, fines or impositions assessed against the Property that are not included in Section 2.10 or if there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property. To the extent permitted by Art. XVI, Section 50(p)(5) of the Texas Constitution, Lender may treat these expenditures as Loan Advances under Section 2.16.

2.15.3. During a Deferral Period, if there are governmental or municipal charges, fines or impositions assessed against the Property that are not included in Section 2.10 or if there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property. To the extent permitted by Art. XVI, section 50(p)(5) of the Texas Constitution, Lender may treat these expenditures as Loan Advances under Section 2.16. If obligations of the Security Instrument are not satisfied during the Deferral Period, the Deferral Period will immediately cease and the Loan will be immediately due in full.



2.16. Unscheduled Payments. Loan Advances made pursuant to Sections 2.3.4, 2.4, 2.9.2, 2.9.3, 2.10.4, 2.10.6, and 2.15 shall be made from a line of credit under Section 2.6 or 2.7 to the extent possible. If no line of credit sufficient to make the Loan Advances exists, any future monthly payments must be recalculated in accordance with Subsection 2.5.3 or 2.5.4 to create a line of credit sufficient to make the Loan Advances.

Article 3 - Late Charge

3.1. Amount Due. Lender shall pay a late charge to Borrower for any late payment. If Lender does not mail or electronically transfer a scheduled monthly payment to Borrower on the first business day of the month or mail or electronically transfer a line of credit payment to Borrower within 5 business days of the date Lender received the request, the late charge shall be 10 percent of the entire amount that should have been paid to the Borrower for that month or as a result of that request. For each additional day that Lender fails to make payment, Lender shall pay interest on the late payment at the interest rate stated in the Loan Documents. If the Loan Documents provide for an adjustable interest rate, the rate in effect when the late charge first accrues shall be used. In no event shall the total late charge and interest exceed five hundred dollars. Any late charge shall be paid from Lender's funds and shall not be added to the unpaid Principal Balance.

3.2. Waiver. The Commissioner may waive a late charge where the Commissioner determines that the late payment resulted from circumstances beyond Lender's control and that no act or omission of Lender contributed to the late payment. At the time Lender requests a waiver, Lender shall inform Borrower that a waiver of late charge has been requested from the Commissioner and that the late charge will be sent to Borrower if the waiver is denied. If the Commissioner denies the waiver, Lender shall pay to Borrower the late charge and interest that accrued from the date the payment was late until the date the waiver was requested.



Article 4 - Termination of Lender's Obligation to Make Loan Advances

4.1. Loan Due and Payable. Lender shall have no obligation to make Loan Advances, including those under Section 2.10, if Lender has notified Borrower that immediate payment-in-full to Lender is required under one or more of the Loan Documents unless and until the notice is rescinded by Lender.

4.2. Deferral Period of Loan Due and Payable Status. Where the last surviving Borrower dies, or the Borrower is in a health care facility for greater than twelve (12) consecutive months, and an Eligible Non-Borrowing Spouse met and continues to meet all requirements established by the Commissioner and the Lender, the Due and Payable status will be deferred until the Property is no longer the Principal Residence of an Eligible Non-Borrowing Spouse, an Eligible Non-Borrowing Spouse fails to ensure all other requirements established by the Commissioner and the Lender are met, or an Eligible Non-Borrowing Spouse dies, whichever occurs first. During the Deferral Period, the Lender shall have no obligation to make Loan Advances but the Lender may not require immediate payment in full until the end of the Deferral Period after provisions of whatever notices, if any may be required by applicable law. The Lender may continue to add to the outstanding Principal Balance the amounts that accrue in accordance with Subsections 2.3.2, 2.3.3, 2.12.3, and 2.13.3. The Lender shall notify an Eligible Non-Borrowing Spouse that the Due and Payable status of the Loan is in a Deferral Period only for the amount of time that an Eligible Non-Borrowing Spouse continues to meet all requirements established by the Commissioner and the Lender and the Property continues to be the Principal Residence of such Eligible Non-Borrowing Spouse. Once the Deferral Period ends, the Loan is immediately due and payable after provisions of whatever notices, if any may be required by applicable law. The Deferral Period is not available to any Ineligible Non-Borrowing Spouse. The Deferral Period will terminate or become unavailable to an Eligible Non-Borrowing Spouse at the time he or she becomes ineligible.

4.3. Loan Advances by Commissioner. If the Security Instrument has been assigned to the Commissioner or the Commissioner notifies Lender and Borrower that Loan Advances are secured by the Second Security Instrument, Lender shall have no further obligation to make Loan Advances under this Loan Agreement, unless the Commissioner accepts later reimbursement by the Lender for all Loan Advances made, earned or disbursed by the Commissioner. The Commissioner may establish procedures for handling requests for payments and changes in payment options during the interval between Lender's notification of intent to assign the Security Instrument to the Commissioner and completion of the assignment. Borrower shall be informed of such procedures by Lender and/or the Commissioner, and Borrower shall comply with such procedures.

4.4. Lien Status Jeopardized. Lender shall have no obligation to make further Loan Advances if the Lender or the Commissioner determines that the lien status of the Security Instrument or the Second Security Instrument is jeopardized under State laws as described in Paragraph 14(a) of the Security Instrument or Second Security Instrument and the lien status is not extended in accordance with Paragraph 14(a).

4.5. Bankruptcy. Lender shall have no obligation to make further Loan Advances on or following the date that a petition for bankruptcy of Borrower is filed.

4.6. Mandatory Loan Advances. Notwithstanding anything in Sections 4.1 through 4.4, all Loan Advances under Sections 2.10 (Property Charges), 2.12 (interest), 2.13 (MIP, monthly charge, or annual MIP adjustment), 2.15 (protection of Property) or 2.3.3 (servicing fee) shall be considered mandatory Loan Advances by Lender.

4.7. Prepayment in Full. Lender shall not make Loan Advances if Borrower has paid the Note in full (or the Second Note, if the Commissioner has assumed the Lender's rights and obligations under



Article 5).

Article 5 - HUD Obligation

The Commissioner has no obligations under this Loan Agreement unless and until a certificate of insurance is issued by the Commissioner. Where a certificate of insurance has been issued, if the Lender has no further obligation to make payments to Borrower because of Section 4.3, the Commissioner shall assume the rights and obligations of Lender under this Loan Agreement, except the Commissioner shall not assume any obligation of paying flood, fire and other hazard insurance from Loan Advances. If the Commissioner makes Loan Advances to Borrower under the Second Security Instrument, the portion of the Principal Limit available for Loan Advances shall be the difference between the current Principal Limit and the combined Principal Balances on the Security Instrument less accrued interest and the Second Security Instrument.

Article 6 - Miscellaneous

6.1. Forbearance Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

6.2. Successors and Assigns Bounds; Joint and Several Liability; Co-Signers. The covenants and agreements of this Loan Agreement shall bind and benefit the successors and assigns of Lender. An assignment made in accordance with the regulations of the Commissioner shall fully relieve the Lender of its obligations under this Loan Agreement. Borrower may not assign any rights or obligations under this Loan Agreement. Borrower's covenants and agreements shall be joint and several.

Notwithstanding anything to the contrary herein, upon the death of the last surviving Borrower, the Borrower's successors and assigns will be bound to perform Borrower's obligations under this Loan Agreement, and Lender shall be entitled to add to the outstanding Principal Balance the amounts that accrue in accordance with Subsections 2.3.2, 2.3.3, 2.12.3, and 2.13.3.

6.3. Borrower Certifications. Borrower shall complete and provide to the Lender on an annual basis a certification, in a form prescribed by the Lender, stating whether the Property remains the Borrower's Principal Residence and, if applicable, the Principal Residence of his or her Eligible Non-Borrowing Spouse. Where a Borrower has identified an Eligible Non-Borrowing Spouse, the Borrower shall also complete and provide to the Lender on an annual basis an Eligible Non-Borrowing Spouse certification, in a form prescribed by the Lender, certifying that all requirements for the application of a Deferral Period continue to apply and continue to be met. During a Deferral Period, the Borrower's annual certifications required by this Paragraph, must continue to be completed and provided to the Lender by the Eligible Non-Borrowing Spouse.

6.4. Notices. Notices required or permitted by this Loan Agreement shall be provided as set forth in this section 6.4 unless otherwise required by applicable law. Any notice to Borrower provided for in this Loan Agreement shall be given by delivering it or by mailing it by first class mail. The notice shall be directed to the property address shown in the Security Instrument or any other address all Borrowers jointly designate. Any notice to an Eligible Non-Borrowing Spouse shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the property address shown in the Security Instrument or any other address all Borrowers and Eligible Non-Borrowing Spouse, if applicable, jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice to the Commissioner shall be given by first class mail to the HUD National Servicing Center or any other place designated by the Commissioner . Any Except as otherwise required by applicable law, any notice provided for in this Loan Agreement shall be deemed to have been given to Borrower, Lender or the Commissioner when given as provided in this Section.



6.5. Governing Law; Severability. This Loan Agreement shall be governed by Federal law and the law of the jurisdiction in which the Property is located. The Lender in this Loan Agreement must comply with the Fair Housing Act, 42 U.S.C. Sec. 3601 - 3619, which prohibits discrimination on the basis of race, color, religion, sex, handicap familial status, or national origin. In the event that any provision or clause of this Loan Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Loan Agreement which can be given effect without the conflicting provision. To this end the provisions of this Loan Agreement are declared to be severable.

6.6. Copies. Lender, Borrower and the Commissioner shall each receive one original executed copy of this Loan Agreement when acknowledged by the Commissioner.

6.7. When Agreement Becomes Binding. This Loan Agreement shall bind Lender and Borrower when both Lender and Borrower have signed.

6.8. Third-Party Beneficiary. Except as set forth in Article 5 and Section 4.3 for the Commissioner, and except as set forth in Section 4.2 only for an Eligible Non-Borrowing Spouse in this Loan Agreement, this Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. Borrower agrees that it is not a third-party beneficiary to the Contract of Insurance between the Commissioner and Lender.

6.9. Compliance with Art. XVI, Section 50(v) of the Texas Constitution. Lender and Borrower agree (a) Borrower cannot use a credit card, debit card, preprinted solicitation check or similar device to obtain an advance, (b) after the time the extension of credit is established, no transaction fee will be charged or collected solely in connection with any debit or advance, and (c) the lender or holder may not unilaterally amend the extension of credit except as otherwise provided and allowed pursuant to applicable law.

BY SIGNING BELOW the parties accept and agree to the terms contained in this Loan Agreement and the exhibits.

x Martin C Gonzalez
MARTIN C GONZALEZ

10-4-23
Date

x Blanca D. Gonzalez
BLANCA D GONZALEZ

10-4-23
Date



South River Mortgage, LLC



By: **Tyler Plack**

Title: **President**

Date: 10/03/2023





Exhibit 1
Home Equity Conversion Adjustable Rate Mortgage
Payment Plan

Date of Payment Plan: 10/4/2023 Loan #: 4661496

FHA Case Number: 513-2669257-962

Name of Lender: South River Mortgage, LLC

Name of Borrower(s) and Eligible Non-Borrowing Spouse(s):

Birthdate(s):

MARTIN C GONZALEZ

2/18/1953

BLANCA D GONZALEZ

5/11/1954

First 12-Month Disbursement Period Expiration Date 10/3/2024

Expected Average Mortgage Interest Rate: 7.330%

Was the Expected Average Mortgage Interest Rate locked? X Yes _____ No _____

Date used to determine the Index to calculate the
Expected Average Mortgage Interest Rate:

Provide the Initial Mortgage Interest (Accrual) Rate: 8.210%

Provide the Margin: 2.750%

Borrower's Designation (only one may be checked):

X 60% of Principal Limit; or

_____ Mandatory Obligations, plus 10% of Principal Limit

Initial Mortgage Proceeds Available at Closing:

1. Principal Limit	<u>\$185,500.00</u>
10% of PL	<u>\$18,550.00</u>
50% of PL	<u>\$92,750.00</u>
60% of PL	<u>\$111,300.00</u>
2. Additional 10% of Principal Limit Usage:	<u>\$0.00</u>
3. Initial Disbursement Limit	<u>\$111,300.00</u>

Deductions:

4. Initial MIP	<u>\$10,600.00</u>
5. Other Closing Costs	<u>\$14,200.06</u>
6. Discharge of Mandatory Obligation Liens	<u>\$0.00</u>
7. Contract Sales Price	<u>\$0.00</u>
8. Repair Set Aside	<u>\$0.00</u>
9. First Year Property Charge Set Aside Disbursements:	<u>\$0.00</u>
10. First Year Life Expectancy Set Aside Disbursements:	<u>\$7,219.30</u>



11. Payoff of Debt Not Secured by Property	
12. Mandatory Obligations Total (Lines 4+5+6+7+8+9+10)	<u>\$32,019.36</u>
13. Payoff of Unseasoned HELOC(s)	<u>\$0.00</u>
14. Servicing Fee Set Aside	<u>\$0.00</u>
15. Net Life Expectancy Set Aside or Amount withheld under Voluntary Election, Section 206.205	<u>\$72,196.81</u>

Check One:

<input checked="" type="checkbox"/> Fully-Funded	<input type="checkbox"/> Partially-Funded
<input type="checkbox"/> None	<input type="checkbox"/> Voluntary Election (Sec. 206.205)

16. Initial Loan Advance to Borrower:	<u>\$30,000.00</u>
17. Cash from Borrower	(<u>\$0.00</u>)
18. Cash from Lender:	(<u>\$0.00</u>)
19. Total Deductions [(Lines 12+13+14+15+16) - (Lines 17+18)]	<u>\$134,216.17</u>

Post Closing First Year Funds:

20. Net Initial Disbursement Limit (Lines 3 - 12 - 13-16 + 17+18)	<u>\$49,280.64</u>
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Estimated Funds Upon Expiration of First 12-Month Disbursement Period:

21. Net Principal Limit (Lines 1 - 3 - 14 - 15)	<u>2,003.19</u>
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Designation of Funds:

22. Amount Available for Line of Credit	<u>\$49,280.64</u>
23. Outstanding Balance	<u>N/A</u>
24. Amount Available for Monthly Payments	<u>\$0.00</u>

Scheduled Payments (only one - term or tenure):

25. Term (Remaining) Years Months

26. Tenure

27. Monthly Payment (Total)

28. Monthly Withholding (T&I)

29. Net Monthly Payment (Lines 27 - 28)

(For graduated monthly payments from a line of credit, see attached schedule.)

By signing below, the Borrower(s) agree(s) that this document accurately describes the principal features of the current payment plan chosen by the Borrower(s).

MARTIN C GONZALEZ

BLANCA D GONZALEZ

10-4-23
Date
10-4-23
Date



INSTRUCTIONS FOR COMPLETING THE BORROWER'S PAYMENT PLAN

This form is to be completed at closing and whenever the borrower chooses a different payment option or has the payment plan re-calculated. This form, when completed at loan closing (closing), must be attached to the Loan Agreement.

Line 1. The borrower's current Principal Limit, calculated in accordance with FHA regulations and requirements, is entered on this line regardless of when the form is completed at closing or after closing.

Line 2. Enter the Additional 10% of Principal Limit Usage amount, calculated in accordance with FHA regulations and requirements, that the borrower chooses to receive during the First 12-Month Disbursement Period when Mandatory Obligations exceed 50% of the Principal Limit. This line is not applicable after the First 12-Month Disbursement Period ends and "N/A" may be entered on this line.

Line 3. The Initial Disbursement Limit, calculated in accordance with FHA regulations and requirements, is entered on this line only when this form is completed at closing. After closing, "N/A" may be entered on this line.

Line 4. The Initial MIP, is calculated in accordance with FHA regulations and requirements, is entered on this line only when this form is completed at closing.

Line 5. Enter the amount of Other Closing Costs financed into the mortgage that are not already listed, including delinquent Federal debts. After closing, "N/A" may be entered on this line as this line is not applicable after closing.

Line 6. The amount of any existing liens on the property, that meets FHA seasoning regulations and requirements, that will be paid-in-full at closing should be entered on this line. For HECM-to-HECM refinance transactions, existing HECM debt should be included on this line. Liens on the property that will be subordinated should not be entered on this line. After closing, "N/A" may be entered on this line as this line is not applicable after closing.

Line 7. Enter the amount of the contract sales price for purchase transactions. After closing, "N/A" may be entered as this line is not applicable after closing.

Line 8. The amount of funds necessary to pay for required repairs completed after closing should be entered on this line. The amount can be found on the Repair Rider to the Loan Agreement completed at closing. After closing, the line should have any funds remaining for required repairs that have not been completed.

Line 9. The amount of any funds necessary to pay for property charges to be assessed during the first year of the mortgage when borrower elects to have the lender pay such charges, that cannot be collected after the mortgage has closed, should be entered on this line.

Line 10. The amount of funds, calculated in accordance with FHA regulations and requirements, to be disbursed during the first year of the mortgage from the Life Expectancy Set Aside for the payment of real estate taxes and/or hazard and flood insurance premiums.

Line 11. The amount of funds necessary for required pay-off of debt not secured by the property, as defined by the Commissioner through Federal Register notice.

Line 12. The result of adding Lines 4 through 11 is entered on this line.

Line 13. The amount of funds used to pay-off Home Equity Lines of Credit that do not meet the FHA seasoning requirements from the borrower's funds, HECM funds, or a combination of the borrower's funds and HECM funds if the Initial Disbursement Limit does not exceed the percentage set by the Commissioner in 24 C.F.R. § 206.25(a).

Line 14. The amount necessary to pay for servicing costs for the life of the mortgage should be entered on this line. This amount is set aside from the principal limit at closing and a fee is disbursed from these funds monthly to cover servicing costs. "N/A" may be entered when the servicing fee is included in the borrower's mortgage interest rate. After closing, the line should have any funds for servicing costs that will be paid for the remainder of the life of the mortgage.

Line 15. The result of subtracting Line 10 from the full amount of Life Expectancy Set Aside funds or Line 9 from the full amount withheld under Voluntary Election §206.205, calculated in accordance with FHA regulations and requirements, is entered on this line.

Line 16. This line should represent the amount of any initial loan advance made to the Borrower at closing. When filling out after closing, this line should represent the amount of any unscheduled payment accompanying a payment plan change.



Line 17. Enter the amount of personal funds the Borrower will bring to settlement to offset the Closing Cost charges or the amount needed to satisfy Liens against the property. An amount must be entered when the principal limit is exceeded or when the borrower volunteers to pay a portion of their closing costs from personal funds.

Line 18. Enter the amount the Lender will pay at loan closing towards the Borrower's Closing Cost charges. This line is not applicable to purchase transactions and "N/A" may be entered.

Line 19. The result of adding Lines 12 through 16, and subtracting the sum of Lines 17 and 18 is entered on this line. [(Lines 12+13+14+15+16) - (Lines 17+18)]

Line 20. The result of Lines 3-12-13-16 +17+18. The result is entered on this line and is the borrower's Net Initial Disbursement Limit that is available through any combination of line of credit payment or monthly payments during the remainder of the First 12-Month Disbursement Period. After the First 12-Month Disbursement Period "N/A" may be entered on this line.

Line 21. The result of Lines 1 - 3 - 14 - 15 is entered on this Line and is the Borrower's estimated Net Principal Limit that is available through any combination of line of credit payment or monthly payments upon the expiration of the First 12-Month Disbursement Period.

Line 22. This line represents the amount designated by the Borrower to be available as a line of credit during the First 12-Month Disbursement Period. This amount may not exceed Line 20, less any amount designated for either term or tenure payments, during the First 12-Month Disbursement Period and it may not exceed Line 21, less any amount designated for either term or tenure payments, afterwards.

Line 23. The current outstanding balance on the mortgage should be entered on this line if the form is completed after closing. The outstanding balance is the amount of any payments made to or on behalf of the borrower - loan advances, payments from a line of credit or monthly payments - plus any interest and fees that have accrued since those payments were made. At closing, "N/A" may be entered on this line as this line is not applicable until after closing.

Line 24. At closing and during the First 12-Month Disbursement Period, this line is determined by subtracting Line 22 from Line 20. After the First 12-Month Disbursement Period, this line is determined by subtracting Line 22 from Line 21. This figure is the amount of funds available for monthly payments to the Borrower.

Line 25. This line should be completed if the Borrower wishes to receive monthly payments for a specified term. The term chosen by the Borrower should be entered next to the selection. If the form is completed after closing, and the Borrower is not changing the term previously chosen, the remaining time left in the term should be entered.

Line 26. This line should be completed if the Borrower wishes to receive monthly payments for the rest of his or her life, as long as he or she remains in the home.

Line 27. Enter the Monthly Payment calculated in accordance with FHA regulations and requirements on this line.

Line 28. The monthly amount necessary to cover one-twelfth (1/12) of the Borrower's annual property charges should be entered on this line. This amount is deducted from the Borrower's monthly payment but is not added to the outstanding balance until the charges are actually paid. This line is not applicable for loans with a Life Expectancy Set-Aside or for loans in which the Borrower has responsibility for paying property charges.

Line 29. The difference between Lines 27 and 28 should be entered on this line. This figure is the actual monthly payment that the Borrower will receive. If the Lender and the Borrower have established a graduated payment schedule from the funds available in the Borrower's line of credit, that schedule should be attached to this form.



Exhibit 2

Schedule of Closing Costs

FHA Case No. **513-2669257-962**
Loan No. **4661496**

Charges Description	POC Amount	Estimated Amount
Flood certification		\$14.00
Document preparation		\$225.00
Origination Fee		\$6,000.00
Mortgage Insurance Premium		\$10,600.00
Settlement or closing fee		\$1,875.00
HECM counseling fee	\$145.00	
MERS Registration		\$24.95
Homeowner's insurance		\$1,425.60
TX - Tax Certificate		\$32.00
Credit report		\$94.56
TX - Texas Guaranty Fee		\$2.00
Miscellaneous Endorsements		\$224.95
Lender's title insurance		\$3,099.00
Recording charges mortgage		\$358.00
Recording Service Fee		\$75.00
Courier Fee		\$75.00
Appraisal fee		\$675.00
Total Estimated Settlement Costs		\$24,945.06

Pre-Paid Costs:

1. Mandatory Obligations - Cash from Borrower _____

2. Mandatory Obligations - Cash from Lender _____

Schedule of Liens/HECM for Purchase Disbursements to Seller

Lien Holder	Account #	Amount
--------------------	------------------	---------------

Pre-Paid Costs:

1. Mandatory Obligations - Cash from Borrower _____ **\$0.00**



Schedule of Closing Costs Instructions

1. Mandatory Obligations - Cash from Borrower. Required when Principal Limit is exceeded. List each fee or charge and the amount that will be paid by the Borrower and not financed into the mortgage.)
2. Mandatory Obligations - Cash from Lender. Optional for traditional/refinance - Not applicable for purchase. List each fee or charge and the amount that will be paid by the Borrower and not financed into the mortgage.

Schedule of Liens/HECM for Purchase Disbursements to Seller Instructions

Mandatory Obligations - Cash from Borrower. List each Lien and the full or partial amount that will be applied that will be paid by the Borrower and not financed into the mortgage.

Martin C Gonzalez
MARTIN C GONZALEZ

10-4-23
Date

Blanca D Gonzalez
BLANCA D GONZALEZ

10-4-23
Date



Notice To The Borrower

What To Do In Case Of Late Payment Or Non-Payment By Your Lender

FHA Case Number: **513-2669257-962** Date of Mortgage: **October 4, 2023**

Loan Number: **4661496**

Borrower Name(s): **MARTIN C and BLANCA D GONZALEZ**

Property Address: **11237 GARY AVENUE, CROWLEY, Texas 76036**

Mortgagee (Lender) Name: **South River Mortgage, LLC**

The U.S. Department of Housing and Urban Development (HUD) can help you if your lender fails to make payments to you on time. However, HUD can only help you if you follow these instructions.

1. INTRODUCTION

Your Home Equity Conversion Mortgage (HECM) was insured on _____ [date] under a special law, Section 255 of the National Housing Act, which makes HUD responsible for making any payments you have not received because the lender has defaulted. This document explains the steps HUD will take if the lender fails to make its payments to you. The term "mortgage" in this Notice includes the loan agreement between you, the lender, and HUD.

2. HUD OFFICE

Your local HUD Field Office is located at 307 W. 7th St, Suite 1600, Fort Worth, TX 76102. Any letter addressed to that office should include your FHA case number, which appears at the top of this notice. You should put "Home Equity Conversion Mortgage" on the envelope to ensure prompt and correct handling. Telephone calls should be made to Single Family Division Branch at (817) 978-5600. You should inform the person answering the call that you are calling about your insured HECM. Please be prepared to provide your FHA case number.

3. METHOD OF PAYMENT

You may choose to receive payments through the "direct deposit" method of payment, where the lender automatically transfers money to your bank account, or you may receive checks through the mail. Subject to the Initial Disbursement Limit, if you have an adjustable rate HECM loan, you may change your method of payment at any time during the loan.

4. PAYMENT OPTIONS

Subject to the Initial Disbursement Limit, if you have an adjustable rate HECM loan, you can receive regular monthly payments, payments from a line of credit, or a combination of these payment options. If you have an adjustable rate HECM loan, you may change between these payment options at any time. If you have a fixed rate HECM loan, you may take a single lump sum disbursement at closing. A single disbursement lump sum payment plan loan is only available as a fixed rate loan, and except for certain protective advances, interest or mortgage insurance accruals or advances from certain set asides, under a single disbursement lump sum payment plan loan, the lender is prohibited from making any advances to you or on your behalf after the consummation of your loan. Please follow the instructions in this Notice which apply to the payment option that you have chosen.



5. REGULAR MONTHLY PAYMENTS - If you have chosen to receive regular monthly payments, the lender must transfer the full payment to your bank account by the first business day of each month, or place your check in the mail by that day. Payments made during the first 12-months will be limited to the greater of 60% of the principal limit; or the sum of mandatory obligations plus 10% of the principal limit. Once the first 12-month disbursement period ends, Term and Tenure payments may be adjusted to reflect any available principal limit remaining. If you do not receive payment on time (allowing sufficient time for mail delivery of the check, if applicable), your first contact should be with the lender's representative assigned to handle your account. HUD requires your lender to keep you informed of a current telephone number and address for the representative assigned to your account. If you cannot contact your lender or if the account representative cannot help you, you should contact HUD.

As provided in your HECM Loan Documents, the Lender cannot make Loan Advances to an identified Eligible Non-Borrowing Spouse during a Deferral Period.

HUD can help you with late payments in two circumstances. First, if the lender often makes payments which you receive late but before the 10th day of the month, and this problem continues after you tell the lender about it, HUD will contact the lender at your request and require the lender to improve its performance and pay any late charges as required by your Loan Agreement. HUD will generally not be able to help with rare cases of late payment if the lender pays the late charge required by your Loan Agreement. Second, if any payment is not received before the 10th day of the month, you should immediately contact HUD (and the lender, if you have not done so). HUD will investigate the circumstances.

6. LINE OF CREDIT

If you have chosen to receive payments at your request from a line of credit, the initial disbursement limit of mortgage proceeds that can be advanced to you at loan closing or during the first 12-month disbursement period after loan closing is limited to the greater of 60% of the principal limit; or the sum of mandatory obligations plus 10% of the principal limit. Once the first 12-month disbursement period ends, you may request the remaining available funds up to your principal limit. The lender must transfer the full amount requested, up to your principal limit, to your bank account or place your check in the mail within five business days after the lender receives your request. If you do not receive payment on time (allowing sufficient time for any mail delivery of your request to the lender, and any mail delivery of the check), your first contact should be with the lender representative assigned to handle your account. HUD requires your lender to keep you informed of a current telephone number and address for the representative assigned to your account. If you cannot contact your lender or if your account representative cannot help you, you should contact HUD.

As provided in your HECM Loan Documents, the Lender cannot make Loan Advances to an identified Eligible Non-Borrowing Spouse during a Deferral Period.

HUD can help you with late payments in two circumstances. First, if the lender often makes payments which you receive after you expect to receive them but fewer than 10 days after you expect them, and this problem continues after you tell the lender about it, HUD will contact the lender and require the lender to improve its performance and pay late charges required by your Loan Agreement. HUD will generally not be able to help with rare cases of late payment if the lender pays the late charge required by your Loan Agreement. Second, if any payment has not been received 10 days after you expect to receive it, you should immediately contact HUD (and the lender, if you have not already done so). HUD will investigate the circumstances.

7. HUD INVESTIGATION OF LATE LENDER PAYMENT; HUD PAYMENTS

A HUD investigation will begin with an immediate request to the lender for explanation for the late payment(s). If the lender does not provide a satisfactory explanation to HUD within 15 days of the



request, or provide all funds due to you (including any late charges), then HUD will begin arrangements to make payments to you. Your HUD Field Office will keep you informed regarding the likely date for resumption of payments. The initial HUD payment will be equal to the total of all payments not made by the lender, including an amount equivalent to any late charge due from the lender. Subsequent HUD payments will be made in accordance with the timing required by the mortgage.

8. PAYMENT OF TAXES AND INSURANCE, OR OTHER PROPERTY CHARGES

If you are required or have elected to have the lender pay property charges consisting of property taxes, including special assessments levied by municipalities or state law, hazard insurance premiums and applicable flood insurance premiums using funds set aside from your loan, and you learn that the lender has not paid these items on time, you should contact the lender's representative assigned to handle your account.

9. HUD ASSUMPTION OF PAYMENT RESPONSIBILITY

Even if HUD is required to make some payments under the mortgage, we will try to have the lender resume making payments in accordance with the timing required by the mortgage. If HUD cannot arrange for the lender to resume payments, HUD will demand assignment of the mortgage from the lender. If the mortgage is assigned to HUD, you will deal with HUD as the new lender.

If the lender cannot or will not assign the mortgage to HUD, you will receive no further payments from the lender under the first mortgage. No further interest or mortgage insurance premium will be added to the amount which you owe under the mortgage. HUD will then make all future payments under the terms of a second mortgage which you gave to HUD when you gave the first mortgage to the original lender. The first and second mortgages will have to be repaid at the same time (for example, when you sell your home). Since you will not owe any interest under the first mortgage, the total debt under the first and second mortgages will be less than the amount you would have owed under the mortgage if the lender had continued making payments.

HUD may allow the lender to resume making payments after HUD has made payments. If that happens, you will not owe anything to HUD but you will deal with the lender as if the lender had made all the payments under the first mortgage.

10. NO DEFICIENCY JUDGMENTS

When the mortgage loan becomes due and payable, you shall have no personal liability for payment of the mortgage. The lender's recovery from you will be limited to the value of the property. The lender may enforce the debt only through sale of the property, and the lender may not obtain a deficiency judgment against you if the Security Instrument securing the loan is foreclosed.

Signature of HUD Representative

Title



Private Well and/or Septic Notice

Please be advised that if your property has a Private Well and/or Septic System, you may be required to obtain a test or inspection.

Well (individual water system): Test or inspection required if mandated by state or local jurisdiction ; if there is knowledge that well water may be contaminated; when the water supply relies upon a water purification system due to presence of contaminants; or when there is evidence of:

- Corrosion of pipes (plumbing)
- Areas of intensive agriculture within ¼ mile
- Coal mining or gas drilling operations with ¼ mile
- Dump, junkyard, landfill, factory, gas station, or dry cleaning operation within ¼ mile
- Unusually objectionable taste, smell or appearance of well water

If an inspection is required to meet FHA guidelines , the following must be met prior to loan closing:

1. You will need to order a water test. To do this, please contact your health department or city hall to obtain information regarding how to obtain a water test. The company that performs the water test may charge a fee for this service; if they are willing to wait for payment, please send the invoice with the water test and we will include in the closing costs added to your loan balance at closing.
2. The well and septic tank must be 50 feet apart. The well and property line must be 10 feet apart. The well and septic tank drain field must be 100 feet apart.
3. The water test must meet state and local safe drinking water requirements. Failure to meet safe water requirements must be corrected prior to loan closing.

Septic: Test or inspection required only if evidence of system failure , if mandated by state or local jurisdiction, if customary to the area, or at lender's discretion.

Please send the original test results to the following office:

South River Mortgage, LLC

1750 Forest Drive, Suite 195, Annapolis, MD 21401

443-332-2297 1076

This is to serve as certification that I/we DO NOT have a private well.

This is to serve as certification that I/we DO NOT have a septic system.

This is to serve as certification that I/we HAVE a private well.

This is to serve as certification that I/we HAVE a septic system.

I/we understand the above conditions regarding a private well and septic system.

Martin C Gonzalez
MARTIN C GONZALEZ

ms
10-4-23
Date

Blanca D. Gonzalez
BLANCA D GONZALEZ

10-4-23
Date



BORROWER CONSENT TO THE USE OF TAX RETURN INFORMATION

Pursuant to 26 USC § 6103(c)

Borrower(s): **MARTIN C and BLANCA D GONZALEZ**

Property Address: **11237 GARY AVENUE, CROWLEY, Texas 76036**

Origination Company: **South River Mortgage, LLC**

Date: **October 03, 2023**

I/We understand, acknowledge, and agree that the Lender and Other Loan Participants can obtain, use and share tax return information for purposes of (i) providing an offer; (ii) originating, maintaining, managing, monitoring, servicing, selling, insuring, and securitizing a loan; (iii) marketing; or (iv) as otherwise permitted by applicable laws, including state and federal privacy and data security laws.

The Lender includes the Lender's affiliates, agents, service providers and any of aforementioned parties' successors and assigns. The Other Loan Participants includes any actual or potential owners of a loan resulting from my/our loan application, or acquirers of any beneficial or other interest in the loan, any mortgage insurer, guarantor, any servicers or service providers for these parties and any of aforementioned parties' successors and assigns.

By signing below, you hereby acknowledge reading and understanding all of the information disclosed above, and receiving a copy of this disclosure on the date indicated below.

Martin C Gonzalez
MARTIN C GONZALEZ

10-4-23
Date

Blanca D Gonzalez
BLANCA D GONZALEZ

10-4-23
Date



U.S.A. Patriot Act Customer Identification Program Disclosure

The U.S. Patriot Act, a federal law, requires all financial institutions to obtain sufficient information to verify your identity when creating a new reverse mortgage relationship. You may be asked several questions including your name, address, date of birth, and to provide one or more forms of identification to fulfill this requirement. In some instances, we require other identifying documents and/or use a third party information provider for verification purposes. All non-public information will be protected by our Privacy Policy and by federal law.

I/we acknowledge receipt of this disclosure

Martin C Gonzalez
MARTIN C GONZALEZ

10-4-23
Date

Bianca D. Gonzalez
BLANCA D GONZALEZ

10-4-23
Date



Reverse Mortgage Servicing Department Electronic Fund Transfer Request

Would you like to receive your funds through a direct deposit?

No

Martin C Gonzalez
MARTIN C GONZALEZ

10-4-23
Date

X Blanca D Gonzalez
BLANCA D GONZALEZ

10-4-23
Date

Yes - If yes, complete below

I would like to request my reverse mortgage proceeds be credited directly to my bank account by electronic funds transfer:

NOTE: Only persons who are named on the mortgage and note can be named on the bank account

MARTIN C GONZALEZ

Date

BLANCA D GONZALEZ

Date

Borrower Name(s):

Account Type (Checking or Savings)



ATTACH VOIDED CHECK

Notice of Special Flood Hazards and Availability of Federal Disaster Relief Assistance



Borrower(s): **MARTIN C and BLANCA D GONZALEZ**
Lender: **South River Mortgage, LLC**
FHA Case Number: **513-2669257-962**
Loan Number: **4661496**
Date: **10/4/2023**
Address: **11237 GARY AVENUE, CROWLEY, Texas 76036**

We are giving you this notice to inform you that:

The building or mobile home securing the loan for which you have applied is or will be located in an area with special flood hazards.

The area has been identified by the Administrator of the Federal Emergency Management Agency (FEMA) as a special flood hazard area using FEMA's Flood Insurance Rate Map or the Flood Hazard Boundary Map for the following community: _____. This area has a one percent (1%) chance of a flood equal to or exceeding the base flood elevation (a 100-year flood) in any given year. During the life of a 30-year mortgage loan, the risk of a 100-year flood in a special flood hazard area is 26 percent (26%).

Federal law allows a lender and borrower jointly to request the Administrator of FEMA to review the determination of whether the property securing the loan is located in a special flood hazard area. If you would like to make such a request, please contact us for further information.

The community in which the property securing the loan is located participates in the National Flood Insurance Program (NFIP). Federal law will not allow us to make you the loan that you have applied for if you do not purchase flood insurance. The flood insurance must be maintained for the life of the loan. If you fail to purchase or renew flood insurance on the property, Federal law authorizes and requires us to purchase the flood insurance for you at your expense.

At a minimum, flood insurance purchased must cover the lesser of:

- (1) The outstanding principal balance of the loan; or
- (2) The maximum amount of coverage allowed for the type of property under the NFIP.

Flood insurance coverage under the NFIP is limited to the building or mobile home and any personal property that secures your loan and not the land itself.

- Federal disaster relief assistance (usually in the form of a low-interest loan) may be available for damages incurred in excess of your flood insurance if your community's participation in the NFIP is in accordance with NFIP requirements.
- Although you may not be required to maintain flood insurance on all structures, you may still wish to do so, and your mortgage lender may still require you to do so to protect the collateral securing the mortgage. If you choose not to maintain flood insurance on a structure and it floods, you are responsible for all flood losses relating to that structure.



Availability of Private Flood Insurance Coverage

Flood insurance coverage under the NFIP may be purchased through an insurance agent who will obtain the policy either directly through the NFIP or through an insurance company that participates in the NFIP. Flood insurance that provides the same level of coverage as a standard flood insurance policy under the NFIP may be available from private insurers that do not participate in the NFIP. You should compare the flood insurance coverage, deductibles, exclusions, conditions, and premiums associated with flood insurance policies issued on behalf of the NFIP and policies issued on behalf of private insurance companies and contact an insurance agent as to the availability, cost, and comparisons of flood insurance coverage.

- Flood insurance coverage under the NFIP is not available for the property securing the loan because the community in which the property is located does not participate in the NFIP.

In addition, if the non-participating community has been identified for at least one year as containing a special flood hazard area, properties located in the community will not be eligible for Federal disaster relief assistance in the event of a Federally declared flood disaster.

ACKNOWLEDGMENT

I/We have read the above Notice and acknowledge receiving a copy by signing below.

Martin C Gonzalez
MARTIN C GONZALEZ

10-4-23
Date

X Blanca D Gonzalez
BLANCA D GONZALEZ

10-4-23
Date

Hold Harmless Agreement



Borrower: **MARTIN C and BLANCA D GONZALEZ**

Property Address: **11237 GARY AVENUE
CROWLEY, Texas 76036**

FHA Case Number: **513-2669257-962**

Loan Number: **4661496**

You are advised that I/we, the Borrower in the above referenced loan, have read and received a copy of the termite report, if applicable, on the above property and that I/we agree to hold South River Mortgage, LLC and the Secretary of Housing and Urban Development harmless from any damages as a result of such previous infestation or damages shown.

Martin C Gonzalez
MARTIN C GONZALEZ

10-4-23
Date

Blanca D Gonzalez
BLANCA D GONZALEZ

10-4-23
Date



Name Affidavit

Loan Number: **4661496**
FHA Case Number: **513-2669257-962**

This form is to be completed if there appear any discrepancies pertaining to the name(s) listed on the following documents: Firm Commitment, Title Insurance Policy, Property Insurance Policy, Note, and/or any other documents pertaining to this loan closing.

This is to certify that

BLANCA D GONZALEZ

and

Blanca Gonzalez, Blanca Estela Gonzalez, Blanca E Gonzalez, Blanca D Gonzales, Blanca Gonzales, Blanca Durongonz, Blanca Duron Gonz, Blanca Duron-Gonzalez

are one and the same person, and that I sign my name and am known by all above names.

Dated on : 10-4-23

Witness

x Blanca D. Gonzalez
BLANCA D GONZALEZ

This is to certify that

MARTIN C GONZALEZ

and

Martin Gonzalez, Martin C Gonzalez Jr, Martin Gonzalez Castilleja, Martin Castilleja Gonzalez Jr, Martin Castilleja Ganzales, Martin Gonzales, Martin Gonzalez Jr, Martin C Ganzales, Martin C Gonzalez Jr

are one and the same person, and that I sign my name and am known by all above names.

Dated on : 10-4-23

Witness

x Martin Gonzalez
MARTIN C GONZALEZ



State of Texas
County of JOHNSON

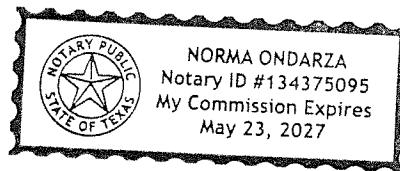
On Oct 4, 2023 before me, Norma Ondarza, personally appeared Martin & Blanca Gonzalez, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Norma Ondarza (Seal)

My Commission Expires 05-23-27



Signature Affidavit



SIGNATURE STATEMENT

I MARTIN C GONZALEZ certify that this is my true and correct signature:

Martin C Gonzalez
MARTIN C GONZALEZ (Print)

Martin C Gonzalez
Sample Signature

I BLANCA D GONZALEZ certify that this is my true and correct signature:

Blanca D Gonzalez
BLANCA D GONZALEZ (Print)

Blanca D Gonzalez
Sample Signature

State of Texas
County of JOHNSON

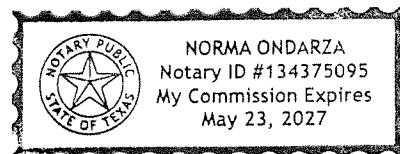
On Oct 4, 2023 before me, Norma Ondarza, personally appeared Martin C & Blanca D Gonzalez, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Norma Ondarza (Seal)

My Commission Expires 05-23-27





AKA Statement

I MARTIN C GONZALEZ further certify that I am also known as:

Martin Gonzalez

Martin Gonzalez

Sample Signature (Variation)

Martin C Gonzalez Jr

Martin C Gonzalez Jr

Sample Signature (Variation)

Martin Gonzalez Castilleja

Martin Gonzalez Castilleja

Sample Signature (Variation)

Martin Castilleja Gonzalez Jr

Martin Castilleja Gonzalez Jr

Sample Signature (Variation)

Martin Castilleja Ganzales

Martin Castilleja Ganzales

Sample Signature (Variation)

Martin Gonzales

Martin Gonzales

Sample Signature (Variation)

Martin Gonzalez Jr

Martin Gonzalez Jr

Sample Signature (Variation)

Martin C Ganzales

Martin C Ganzales

Sample Signature (Variation)

Martin C Gonzalez Jr

Martin C Gonzalez Jr

Sample Signature (Variation)

I BLANCA D GONZALEZ further certify that I am also known as:

Blanca Gonzalez

Blanca Gonzalez

Sample Signature (Variation)

Blanca Estela Gonzalez

Blanca Estela Gonzalez

Sample Signature (Variation)



Blanca E Gonzalez

+ Blanca E Gonzalez

Sample Signature (Variation)

Blanca D Gonzales

+ Blanca D. Gonzalez

Sample Signature (Variation)

Blanca Gonzales

+ Blanca Gonzales

Sample Signature (Variation)

Blanca Durongonz

+ Blanca Durongonz

Sample Signature (Variation)

Blanca Duron Gonz

+ Blanca Duron Gonz

Sample Signature (Variation)

Blanca Duron-Gonzalez

+ Blanca Duron-Gonzalez

Sample Signature (Variation)



Mailing Address Affidavit

Loan Number: **4661496**
FHA Case Number: **513-2669257-962**

Property Address: **MARTIN C and BLANCA D GONZALEZ
11237 GARY AVENUE
CROWLEY, Texas 76036**

Please complete below if your mailing address is different than the property address listed above:

Mailing Address: _____

Martin C Gonzalez
MARTIN C GONZALEZ

10-4-23
Date

x Blanca Gonzalez
BLANCA D GONZALEZ

10-4-23
Date



Choice of Insurance Option

FHA Case Number: **513-2669257-962**

Loan No. **4661496**

Borrower: **MARTIN C and BLANCA D GONZALEZ**

Property: **11237 GARY AVENUE
CROWLEY, Texas 76036**

With regard to the Home Equity Conversion Mortgage on the above referenced loan, South River Mortgage, LLC chooses the Assignment Insurance Option.

Lender: **South River Mortgage, LLC**

Date: **10/03/2023**

By: **Tyler Plack**

Title: **President**



Nearest Living Relative Information

In the event that **South River Mortgage, LLC** is unable to reach Borrowers as needed, the person whose name appears below will be contacted for assistance.

Borrower Name(s): **MARTIN C and
BLANCA D GONZALEZ**

FHA Case Number: **513-2669257-962**

Nearest Living Relative **CARLOS SEPULVEDA** Home Phone: **(682) 553-7985**
or other contact:

Relationship: **SON** Business Phone:

Address: **4921 MERIDA AVENUE** Mobile Phone:

FORT WORTH, TX 76115 Email:



Compliance Agreement

Lender: **South River Mortgage, LLC**
Loan Number: **4661496**
FHA Case Number: **513-2669257-962**
Borrower(s): **MARTIN C and BLANCA D GONZALEZ**
Property Address: **11237 GARY AVENUE, CROWLEY, Texas 76036**

The undersigned Borrower(s) agree(s), in consideration of Lender disbursing loan funds to Borrower(s) in connection with a reverse mortgage loan secured by a deed of trust or mortgage on the property referenced above, if requested by Lender or someone acting on Lender's behalf, to fully cooperate in correcting any inaccurate term of, mistake in, or omission from any document associated with the loan, or making any other changes necessary to ensure that the loan is enforceable and in a form acceptable to potential insurers or investors.

Borrower(s) understand(s) that such cooperation may entail the correction, amendment and/or re-execution of documents previously signed, the execution of additional documentation, and/or the delivery of additional information or documentation.

Borrower(s) also understand(s) that in the event Lender determines in its sole discretion that an inaccurate term, mistake, or omission in any document associated with the loan requires correction, amendment and/or re-execution of any document previously signed, Lender may delay funding of the loan until the inaccurate term, mistake, or omission has been corrected to Lender's satisfaction.

BORROWER(S):


MARTIN C GONZALEZ

10-4-23
Date


BLANCA D GONZALEZ

10-4-23
Date



State of Texas

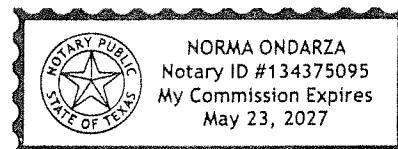
County of **JOHNSON**

On Oct 4, 2023 before me, Norma Ondarza, personally appeared Martin C & Blanca D Gonzalez, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Norma Ondarza (Seal)



My Commission Expires 05-23-27



Home Equity Conversion Mortgage Disclosure and Borrower Certification Regarding Third Party Fees

Lender: **South River Mortgage, LLC**
Borrower: **MARTIN C and BLANCA D GONZALEZ**
Loan Number: **4661496**
Property Address: **11237 GARY AVENUE, CROWLEY, Texas 76036**
FHA Case No.: **513-2669257-962**

To ensure that Borrowers do not pay unnecessary or excessive costs for obtaining a Home Equity Conversion Mortgage (“HECM”) loan, Federal law restricts the use of HECM loan proceeds, including prohibiting the use of such for payments to or on behalf of an “estate planning service firm” (as defined in Paragraph 3 below). Further, HECM Borrowers must establish to the Lender that HECM loan proceeds will be used in accordance with law.

The Borrower(s) certifies to the Lender, and its successors and assigns:

1. Subject to the Initial Disbursement Limit, the initial disbursement of loan proceeds by the Lender shall be used only for the following purposes:

- a. the initial FHA mortgage insurance premium;
- b. allowable fees and charges listed on the HUD-1 (or HUD-1A) Settlement Statement;
- c. disbursements to Borrower(s), a relative or legal representative of the Borrower(s), or a trustee for the benefit of the Borrower(s);
- d. amounts required to discharge any existing lien on the Property; and
- e. payment to contractors who performed repairs to the Property required as a condition of closing.
- f. Loan Advances may also be used to purchase a principal residence (*HECM for Purchase transactions only)

2. After the initial disbursement of loan proceeds for the purposes listed in Paragraph 1 above, all as disclosed on the HUD-1 (or HUD-1A) Settlement Statement, Borrower(s) will have no outstanding or unpaid obligations incurred in connection with the HECM loan, except for required repairs to the Property to be completed after loan closing and for monthly mortgage servicing fees to the Lender or servicer.

3. No portion of the initial disbursement of loan proceeds shall be used for any payment to or on behalf of an “estate planning service firm.” [An “estate planning service firm” is an entity, other than the Lender or the housing counseling agency, which charges a fee not authorized by the Department of Housing and Urban Development, which is 1) contingent on the homeowner obtaining a mortgage loan; 2) for initial information that the homeowner must, by regulation, receive from the housing counseling agency or Lender, except for information from an individual or company engaged in the bona fide business of providing tax or other legal or financial advice; or 3) for services for the purpose of improving an elderly homeowner’s access to HECM loans.]

4. Borrower(s) has received full disclosure of all costs of obtaining the HECM loan, including disclosure of which charges are required to obtain the HECM loan and which are not required to obtain the HECM loan.



Martin C Gonzalez
MARTIN C GONZALEZ

10-4-23
Date

Blanca D Gonzalez
BLANCA D GONZALEZ

10-4-23
Date

Lump Sum Disbursement Certification

(For Borrower(s) requesting at least 25% of the Net Principal Limit as an initial lump sum disbursement.)

The Borrower(s) certifies to the Lender, and its successors and assigns, that the Borrower(s) will will not use any portion of the lump sum disbursement of HECM loan proceeds for payments to or on behalf of an "estate planning service firm," as that term is defined in Paragraph 3 above.

[Note: If you have checked the "will" box above, you are advised that Federal law prohibits any such payments to an "estate planning service firm."]

Martin C Gonzalez
MARTIN C GONZALEZ

10-4-23
Date

Blanca D Gonzalez
BLANCA D GONZALEZ

10-4-23
Date

Mortgagee Certification



Loan No. **4661496**
Borrower: **MARTIN C and BLANCA D GONZALEZ**
Property: **11237 GARY AVENUE, CROWLEY, Texas 76036**

The mortgagee certifies that the authorized representative for the mortgagee executing form HUD-92900-A has personally reviewed the mortgage documents and the application for insurance endorsement and that the mortgage is eligible for mortgage insurance under HUD's Direct Endorsement program. The mortgagee has submitted all appropriate documents, properly executed, as required for the HECM program under all outstanding HUD handbooks and Mortgagee Letters. This mortgagee certification is in addition to any certifications required of the mortgagee, the mortgagor, or both on forms HUD-92800 or HUD-92900-A. The mortgagee certifies to the following additional matters:

- (1) The mortgagor has executed a note, second note to the Secretary (if applicable), security instrument (mortgage or deed of trust), second security instrument to the Secretary (if applicable), and a loan agreement. The mortgagee has executed a loan agreement. All of these documents contain the provisions required by the Secretary.
- (2) Subject to the Initial Disbursement Limit, the payment plan attached to the loan agreement provides for monthly payments, a line of credit, or both, or a Single Lump Sum Disbursement, in amounts calculated in accordance with the requirements of the Secretary.
- (3) The security instrument is a first lien and the second security instrument given to the Secretary is a second lien.
- (4) The security instrument is on real estate held in fee simple, or a life estate, or on a leasehold under a lease for not less than 99 years which is renewable, or under lease which otherwise meets the requirements of 24 CFR 206.45.
- (5) If the mortgaged property is in a floodplain, the security instrument meets the flood insurance requirements of 24 CFR 206.45.
- (6) If the property requires repair after closing to meet building standards of the Secretary, a repair rider to the loan agreement has been executed and the requirements of 24 CFR 206.47 will be complied with by the mortgagee.

Lender: **South River Mortgage, LLC**

By: **Tyler Plack**

Title: **President**

Date: **10/03/2023**



Annuity Certification at Closing

FHA Case Number: **513-2669257-962**

Loan Number: **4661496**

Property Address: **11237 GARY AVENUE
CROWLEY, Texas 76036**

Borrower(s) certify that Borrower(s) will not be purchasing an annuity or other financial or insurance product as part of this reverse mortgage loan transaction.

I/We hereby certify that the statements above are true and correct.

Martin C Gonzalez
MARTIN C GONZALEZ

10-4-23
Date

Blanca D Gonzalez
BLANCA D GONZALEZ

10-4-23
Date

Lender Certification



FHA Case Number: 513-2669257-962

Loan Number: 4661496

I certify that no form or document was signed in blank by the applicant borrower(s) relevant to the loan origination process on the property located at:

11237 GARY AVENUE, CROWLEY, Texas 76036

10/03/2023

Authorized Signature - Tyler Plack, President

Date

Lender Name: South River Mortgage, LLC

Notice to Borrower at Loan Closing Regarding Prepayment



Borrower(s): **MARTIN C and BLANCA D GONZALEZ**
Address: **11237 GARY AVENUE, CROWLEY, Texas 76036**
Date: **10/4/2023**
Loan Number: **4661496**
FHA Number: **513-2669257-962**

This notice is to advise you of the requirements that must be followed to accomplish a prepayment of your mortgage, and to prevent accrual of any interest after the date of prepayment.

You may prepay any or all of the outstanding indebtedness due under your mortgage at any time, without penalty. However, to avoid the accrual of interest on any prepayment after the date of the prepayment, be sure the prepayment includes interest and finance charges through the date the prepayment is received in our office.

NOTE: Otherwise, you may be required to pay interest on the amount prepaid through the date when the prepayment is received.

Lender: **South River Mortgage, LLC**



By: **Tyler Plack**

Title: **President**


MARTIN C GONZALEZ

10-4-23
Date


BLANCA D GONZALEZ

10-4-23
Date



Agreement to Pay Courier Fees

Applicants: **MARTIN C and BLANCA D GONZALEZ**

Property Address: **11237 GARY AVENUE
CROWLEY, Texas 76036**

I/We acknowledge and agree that I/we will be responsible for any courier/overnight fees incurred for the purpose of closing my/our Reverse Mortgage. I/We understand that overnight service is required for the closing documents to be delivered from the Lender to the Closing Agent and to send the payoff to any lien holder, if necessary.


MARTIN C GONZALEZ

10-4-23
Date


BLANCA D GONZALEZ

10-4-23
Date

Disbursement Confirmation



Closing Agent: Retain this form until disbursement of funds.

Please fax this form to 410-878-2376 to confirm disbursement of the following file:

MARTIN C and BLANCA D GONZALEZ

Disbursement Date: **10/10/2023**

Loan Number: **4661496**

This is to confirm disbursement of the above referenced file. No cancellation, rescission, or title issues have occurred.

Texas Department of Insurance (TDI)
Procedural Rule P-35 states "We are
prohibited from executing this document
inasmuch as the Texas Department of
Closing Agent Signature Insurance requires all statements
made by title companies to be on
By: promulgated forms only".
Title: SETTLEMENT AGENT
Phone Number: (401) 865-10400

10-10-23

Date



Borrower Certification of Appraisal Delivery

Loan Number: **4661496**
Borrower: **MARTIN C and BLANCA D GONZALEZ**
Property Address: **11237 GARY AVENUE
CROWLEY, Texas 76036**

Equal Credit Opportunity Act (ECOA) requires you be provided with a copy of the appraisal report associated with the above referenced loan application promptly after the appraisal report is completed, and no later than three days before the loan closes, unless you choose to waive that timing requirement verbally or in writing.

By signing below, you are certifying that you understand these rights.

Martin C Gonzalez
MARTIN C GONZALEZ

10-4-23
Date

Blanca D Gonzalez
BLANCA D GONZALEZ

10-4-23
Date

For more information about the Equal Credit Opportunity Act, visit:
<http://consumerfinance.gov/regulations>

Tax/Insurance Payment Notice



Date: **October 4, 2023**

FHA Case Number: **513-2669257-962**

Loan Number: **4661496**

Borrower(s): **MARTIN C and BLANCA D GONZALEZ**

Per the terms of your loan, you are responsible for paying the following:

Property Taxes

Insurance

If you are unable to pay your taxes or insurance, please notify us before they are due or become delinquent. In the event they are not paid by you and per the terms of the Loan Agreement, **South River Mortgage, LLC** may be required to advance funds from the available principal limit which would reduce funds available for disbursement to you.

Notification should be sent to:

**South River Mortgage, LLC
1750 Forest Drive, Suite 195
Annapolis, MD 21401**

Please reference your loan number which is also referenced above.

Acknowledged by:


MARTIN C GONZALEZ

10-4-23
Date


BLANCA D GONZALEZ

10-4-23
Date

Privacy Act Notice: The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in the form by virtue of Title 12, United States Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

NOTICE TO THE BORROWER

In accordance with Section 255 of the National Housing Act, lenders must provide homeowners seeking to refinance a HECM with information on the total cost of the new mortgage, based on the projected total future loan balance. The lender must disclose all fees and charges associated with the refinance of the HECM, provide the borrower with the new maximum mortgage limit, and estimate the new funding that will be available to the borrower.

This disclosure is designed to prevent "churning," an irresponsible lending practice whereby lenders engage in multiple refinancing to generate additional profit from loan fees and charges. The "churned" mortgages are not made in the interest of the borrower and provide no financial benefit to the borrower.

To ensure that lenders do not encourage HECM borrowers who would not benefit from refinancing their existing HECM mortgage to pursue this type of transaction, the Federal Housing Administration (FHA) requires that lenders provide HECM borrowers with their best estimate of:

1. The total cost of the refinancing to the mortgagor.	Mortgagee to input: \$ amount of the total of the upfront MIP plus other closing cost plus servicing set-aside.	MIP: Other: Set-aside:	10,600.00 14,345.06 0.00
		Total	24,945.06
2. The increase in the mortgagor's principal limit, as measured by the estimated initial principal limit on the mortgage to be insured less the current principal limit on the HECM that is being refinanced.	Mortgagee to input: \$ amount of new principal limit minus the \$ amount of the existing HECM principal limit.	NewPL ExistingPL	185,500.00 0.00
		Increase	185,500.00

In addition the mortgagee shall provide their best estimate of funds available to the borrower minus any closing costs or other fees. It is the dollar amount of the new principal limit minus total dollar amount from block #1 above minus payoff amount for the HECM that is to be refinanced. **160,554.94**

Any FHA approved lenders found to be engaged in mortgage "churning" will be subject to administrative action by the Mortgagee Review Board in accordance with 24 CFR part 25.

FHA Case Number: **513-2669257-962**

Subject Property Address: **11237 GARY AVENUE, CROWLEY, Texas 76036**

Lender's Signature:

I, the borrower, have been provided with the lender's best estimate of the total cost of refinancing my HECM mortgage and the new principal limit. I understand the amount of new funding that will be available to me after I have paid closing costs and other fees to obtain this new loan.

Borrower Name(s): (print or type) **MARTIN C and BLANCA D GONZALEZ**

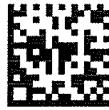
Borrower's Signature:

Martin Crowley Blanca De Gonzalez 10-4-23



Borrower's Signature:

Yudith Gonzalez Blanca De Gonzalez 10-4-23



What You Need to Know About Your HECM After Closing



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Welcome! What follows is a guide to information that we trust will be helpful in answering some questions that you or your heirs may have now or in the future about your FHA-insured Home Equity Conversion Mortgage ("HECM"), commonly referred to as your reverse mortgage loan. This information should not replace reading your loan documents as the information in your loan documents is important and establishes the terms of your loan. Likewise, this information is not intended to be legal advice or to modify or replace any loan terms as established by your loan documents. This information is simply intended to be a guide for you after closing. Further, the people who act as your Servicer are **ALWAYS** the experts, thus you should contact them whenever you have a question or need direction.

The Index to this guide can be helpful in directing you to a specific answer but we encourage you, your family, your heirs, your financial advisor, your realtor or anyone else that might assist you with your affairs to read through the guide. Keep it handy but remember your best source of information is always your Servicer.

Let's get started. After you closed your HECM loan, your Lender may have retained ownership of your loan or they may have sold your loan to another entity who is now the owner (this is very common). The owner of your loan is also referred to as the Investor. The Investor may act as your Servicer or they may have engaged another entity to service your loan. Whatever course of action that occurred, these two entities, your Investor and your Servicer, are important to you and your HECM.

Other very important entities are the Federal Housing Administration ("FHA"), that insures your HECM loan, and the U.S. Department of Housing and Urban Development ("HUD"), and that administers the HECM loan program. FHA and HUD have established servicing rules and guidelines that everyone must follow and there are serious consequences if these rules and guidelines are not followed. FHA and HUD periodically issue updates to their servicing rules and guidelines, which your Servicer must follow. Your servicer will communicate changes to you as necessary and if applicable to your loan.



How do I know who my Servicer is?

Shortly after your loan closed, you received a “hello letter” from your loan Servicer. Your Servicer also prepares and sends you monthly account statements and on those statements you can find the Servicer’s name and contact information.

Staying in touch

When you contact your Servicer, they may ask you to update your contact information (i.e., phone, cell phone or fax number, email address, etc.). Keeping this information current is essential so that you and your Servicer can always make direct contact.

If you decide at some point to have someone assist you in managing your affairs you may want to have your loan activity statements sent to an alternate address. You can contact your Servicer to make arrangements for this. In the event you are unavailable, for example due to illness or vacation, or you change your phone number, establishing an **Alternate Contact** is a good idea. Family or close friends may be your choice for an Alternate Contact on your account and your Servicer would reach out to this person if they are unable to contact you. An Alternate contact is not automatically an Authorized Contact as described below, but with your authorization this person(s) may become both.

You can also establish an **Authorized Contact**. An Authorized Contact is someone with whom you authorize your Servicer to discuss your loan details or personal information. This may be something that you wish to consider as part of your estate planning or just in the case of an emergency when you might need someone to assist you with your affairs. You may also wish to designate an attorney-in-fact via a Power of Attorney to handle your affairs. You should consult a trusted advisor or attorney-at-law when designating someone as your attorney-in-fact as that person will be able to act on your behalf.

Your Servicer will guide you through what is required to establish any and all contacts on your loan.

Receiving payments from your HECM

Based on the terms of your loan, you may be receiving ongoing payments or have the ability to request payments from a line of credit. If this is the case, your Servicer is who you contact regarding these matters. It is important for your loan to remain in good standing so that your payments are available. There are events described in the Default section of this guide that can adversely affect your rights to receive or request payments. Please review the Default sections of this guide. Upon the death of the last remaining borrower, no further borrower payments may be made from the loan.

If you would like to authorize someone to request payments for you (such as an attorney-in-fact) please contact your Servicer. This is a legal matter that will require legal documents to be submitted and reviewed by your Servicer before any authorization is granted.

Should a Borrower file for bankruptcy, there is no obligation to make further Loan Advances on or following the date that a petition for bankruptcy of Borrower is filed. The Borrower may contact the Servicer with information regarding servicing of the loan during the filing period.



Occupancy

One of the conditions of your loan is that at least one of the borrowers must live in the property as their **principal (main) residence** and thus borrowers have an obligation to certify their occupancy annually in writing. If you are going to take a vacation or be out of your home for medical or other reasons, for an extended period of time, it is always a good idea to contact your Servicer and advise them of your absence and how you can be reached during that time.

Each year your Servicer will send you an **Annual Occupancy Certification** for you to sign indicating that you reside in the property as your primary residence. HUD requires that Servicers obtain this Certification. If this Certification is not received, your Servicer is required to order an inspection of the property and take alternate actions to determine if the property is occupied by at least one borrower, which may result in inspection fees being charged to the loan. If the Servicer cannot determine that at least one borrower lives in the property, a default may be declared which means that any further loan payments you may be entitled to would be suspended and the loan may be referred for foreclosure. Therefore, it is very important that you return this written Certification to your Servicer promptly each year.

If you need to leave your home for medical or rehabilitation care for a period of time, you should contact your Servicer and let them know when you expect to return. If the last remaining borrower fails to occupy the property for a period of longer than 12 consecutive months because of physical or mental illness, HUD requires the Servicer to call the loan due and payable, and that could result in a foreclosure of your home. If you leave your home permanently you should make arrangements to notify your Servicer immediately.

Please review the section on Default for more information about the process when the property is no longer occupied by at least one borrower.

Property Charges

This section of the guide reviews your obligations as a borrower to pay all property charges (including, but not limited to, taxes, insurance, homeowner's dues, ground rents, etc...) in a timely manner. If you do not pay your property charges in a timely manner, your Servicer is required to pay them on your behalf which constitutes a default on your loan. Defaulting on your loan obligations may result in your loan being called due and payable and may ultimately result in foreclosure.

Property Taxes

Another important borrower obligation and requirement of your loan is to pay your property taxes timely when they come due. Your Servicer receives information through a national tax reporting vendor of all taxes that are not paid. Some taxing authorities have deferral programs available for taxpayers who qualify based on their age. Generally these programs are not available to HECM borrowers and may be considered a violation of the terms of your loan. If you find you cannot pay your property taxes when they come due, contact your Servicer.



Property Insurance

Another condition of your loan is to maintain insurance coverage at the same amount you were required to have at the closing of your loan. The requirement for insurance coverage may have included hazard, wind, flood, condo or some combination of them. If your property is a condo, your master policy must include coverage for the inside of your unit or you may be required to purchase a supplemental policy (typically called “walls-in coverage”). At some point during your loan, your Servicer may have notified you that flood or other type of insurance is required. You will need to contact your insurance agent or insurance company to obtain this required coverage and provide evidence of coverage to your Servicer.

Your Servicer receives information from your insurance agent or insurance company at least annually regarding the amount and type of insurance maintained on the property. In the event that you change insurance agents or insurance companies, you should notify your Servicer. If you should find that you are unable to obtain coverage, or unable to pay your insurance premiums as they come due, contact your Servicer.

If you sustain any type of damage to your property you should:

- Contact your insurance company right away to file a claim; and,
- Contact your Servicer to inform them
 - that damage has occurred; and
 - if you will need to move out of the property during the repairs.

This is another good time to update your Alternate Contact information with your Servicer to avoid any difficulties your Servicer might encounter in reaching you. If you had no damage, but you are in a federally-declared disaster area and are going to be away from your home for a prolonged period of time, let your Servicer know.

Depending on the severity of the damage, and the amount of funds issued by your insurance company, it may be necessary for the Servicer to hold the insurance funds, monitor the progress of the repairs, and pay the contractor after required inspections have been completed on the home. Even if the amount of loss does not require the Servicer to hold the insurance funds, the insurance check issued by your insurance company will list your Servicer as one of the payees. You will need to send the check to your Servicer to be endorsed and then returned to you. Contact your Servicer to learn how to obtain their endorsement.

Homeowner's Dues (HOA dues), Ground Rents, Other Property Assessments

Homeowner dues, ground rents and other property assessments are obligations you also must pay, if applicable. You should make every effort to contact these entities and make arrangements for a payment plan if you cannot pay the entire assessment when due. If you find that you cannot pay your assessments when they come due, contact your Servicer. In the event that your Servicer has to pay any of these property assessments on your behalf, HUD servicing guidelines do not allow you to repay those costs over time through a repayment plan. If the full amount of any charges paid by the Servicer on your behalf is not repaid immediately, HUD requires the Servicer to call your loan due and payable and begin the foreclosure process.

With regard to HOAs, certain states have granted special powers to HOAs that let them, or their agents, file a lien on the property for non-payment and foreclose on your property. These states are considered to



be “super lien states” and many HOAs have become very active in exercising these rights. If your Servicer becomes aware of a lien being placed on your property in a super lien state, the Servicer is required to pay the HOA charges to protect the property. If the charges paid on your behalf are not repaid immediately, again HUD requires the Servicer to call your loan due and payable and begin the foreclosure process.

Lifetime Expectancy Set Aside (LESA) / Tax & Insurance Set Aside

Depending on how and when your reverse mortgage was originated, there may have been funds set aside to pay for the property taxes and homeowners/flood insurance from your reverse mortgage or you may be responsible to pay for those expenses yourself.

Fully Funded LESA / Tax & Insurance Set Aside

If you received a “fully funded” lifetime expectancy set aside (or LESA) at the time your reverse mortgage was originated, or you optionally elected to have funds placed into a Tax & Insurance Set Aside, then your Servicer will be responsible for paying your property taxes and homeowners/flood insurance until the funds set aside for this purpose are exhausted. You will be able to see the remaining funds available in the LESA/Tax & Insurance Set Aside on your monthly and annual statements that you will receive from your Servicer.

Please note that funds placed into a LESA or Tax & Insurance Set Aside only cover your property taxes and homeowner’s insurance (and flood insurance, if your property was located in a flood zone). These funds do not cover any homeowner association dues, ground rents, condominium fees, planned unit development fees, or any other special assessments that may be required by local or state law - you are still be responsible for paying for these items.

Also, these funds are only for the use of the borrower and will not be available if the reverse mortgage is ever called due and payable for any reason. In addition, if there is a non-borrowing spouse associated with your loan, they will not be able to access any remaining funds that may be in a LESA or Tax & Insurance Set Aside once you pass away.

Partially Funded LESA

If you received a “partially funded” LESA, then you will be responsible for paying your own taxes and homeowners/flood insurance to ensure that they are kept in a current status at all times. In addition, you will receive a semi-annual disbursement from your LESA until the funds in that set aside are exhausted. If you ever fail to pay your taxes and/or insurance timely, it could jeopardize your right to receive that semi-annual disbursement. You will be able to see the remaining funds available in the LESA on your monthly and annual statement that you will receive from your Servicer.

Please note that funds placed into a LESA or Tax & Insurance Set Aside only cover your property taxes and homeowner’s insurance (and flood insurance, if your property was located in a flood zone). These funds do not cover any homeowner association dues, ground rents, condominium fees, planned unit development fees, or any other special assessments that may be required by local or state law - you would be responsible for paying for these items.

Also, these funds are only for the use of the borrower and will not be available if the reverse mortgage is ever called due and payable for any reason. In addition, if there is a non-borrowing spouse associated with your loan, they will not be able to access any remaining funds that may be in a LESA or Tax & Insurance Set Aside once you pass away.



No LESA or Tax & Insurance Set Aside

If you do not have a LESA or a Tax & Insurance Set Aside established with your loan, then you will be responsible for paying your own taxes and homeowners/flood insurance to ensure they are kept in a current status at all times.

Failure to pay your property taxes, homeowners/flood insurance, homeownership association dues, ground rents, condominium fees, planned unit development fees, or any other special assessments that may be required by local or state law may result in your loan being called due and payable.

If you ever experience difficulty in paying any of these obligations, contact your Servicer right away so that you can work together to try to solve the problem. In addition, you can always seek the advice, free of charge, from a HUD counselor by calling them toll-free at (800) 569-4287.

Title to My Property

HUD guidelines require that at least one HECM borrower remains on title to the property until your loan is re-paid in full. The title of the property cannot be conveyed out of the borrower(s) name(s) completely. At least one borrower must own the home. Otherwise, a complete conveyance (when all borrowers' interest in the property is transferred to another party) there will be a default under the terms of your loan. A default can result in your loan being called due and payable and may result in foreclosure of the property.

You should contact your Servicer to discuss adding a spouse or an heir to the title of your property

Trusts

If a borrower wishes to place the property in a trust after closing, the Servicer will work with the borrower to ensure the trust meets HUD guidelines.

HUD guidelines allow title to properties securing a HECM loan to be held in the name of an inter vivos trust, also known as a **living trust**. In general, a living trust is created during the lifetime of a person [as opposed to a testamentary trust which is created by the person's will after his/her death].

In general, for properties held in a trust when the loan closes, or placed in a trust after the loan closes, HUD requires the Trust meet the following conditions:

1. All beneficiaries of the trust must be eligible HECM borrowers at the time of origination and until the mortgage is released [i.e., borrower/beneficiary must occupy the property as a principal residence and new beneficiaries may not be added to the trust].
2. The trustee must sign the mortgage, and the mortgage must be signed by each borrower/beneficiary if necessary to create a valid first mortgage. The borrower/beneficiary must sign the Note and Loan Agreement. The lender may require the signature of the trustee on the Note or the signature of the borrower/beneficiary on the mortgage.
3. The trust shall not be a party to the Loan Agreement. The borrower/beneficiary may issue instructions to the lender to permit the trustee to exercise one or more rights stated in the Loan Agreement on behalf of the beneficiary; i.e., the right to receive loan advances or to request changes in the payment plan.

4. The lender must be satisfied that the trust is valid and enforceable, meets HUD guidelines, provides the lender with a reasonable means to assure that it is notified of any subsequent change of occupancy or transfer of beneficial interest, and ensures that each borrower/beneficiary has the legal right to occupy the property for the remainder of his or her life.

Due to the legal complexities of the ownership of property and the requirements of your loan documents, you should always discuss any changes to the title to your property with your Servicer and possibly with an attorney-at-law before taking any actions.

Repair Set-Asides

When the terms of your loan required repairs to be made to your property after the closing of the loan, specific loan funds were set-aside to pay for these repairs. A Repair Rider was included in your loan documents which describes the type of required repairs and the deadline to complete those repairs. The Servicer must ensure the completion of those required repairs on or before the date specified in your Repair Rider.

Your Servicer will make contact with you regarding the repairs. Be sure to review all the documents your Servicer sends you so you can familiarize yourself with the process of making the repairs, the required inspections, requesting funds for reimbursement and documentation required when the repairs are complete. Frequent phone calls and many documents are exchanged between the borrower, the contractor and HUD-certified inspectors. If you are using a contractor to make the repairs, you might want to consider sharing the information your Servicer provides to you so that all parties are aware of the process.

If delays are encountered in making the repairs, additional time to complete the required repairs may be granted by HUD prior to the deadline to complete the repairs as shown in your Repair Rider. These extensions are generally available due to inclement weather, unexpected conditions discovered during construction and other matters. Therefore, frequent communication with your Servicer is necessary to ensure the repairs go smoothly and your loan remains in good standing. One of the serious consequences that will occur if your repairs are not completed by the deadline in your Repair Rider is that loan payments you may be receiving, or funds generally available to you in a line of credit, will be suspended until the repairs are completed.

Default

Events of Default

HECM loans can enable borrowers to age in place in their homes. As a HECM borrower, you are entitled to live in your home for your lifetime as long as you maintain the property, remain the owner, occupy the home as your primary residence, and pay your property charges timely. If any one of these conditions is not met, a maturity event occurs and the loan is then considered in **Default**. A HECM loan is like any loan in that if you can no longer meet the conditions of the loan, it is in Default. The default condition must be cured, or the loan debt must be resolved in some acceptable manner, otherwise the property may be foreclosed upon to resolve the debt. Please know that not all HECM loans are resolved by foreclosure and your Servicer is always available to help you and/or your heirs consider possible options to avoid foreclosure if so desired.



The events of Default that may result in your HECM loan being matured and called due and payable are:

- 1) the death of the last surviving borrower,
- 2) failure of at least one borrower to occupy the property as their primary residence,
- 3) failure to pay your taxes and insurance, or other property charges
- 4) failure of at least one borrower to remain on title as an owner of the property, or
- 5) failure to maintain the property.

Default Process

HUD guidelines provide multiple options for resolution of a Default on a HECM loan, and avoidance of foreclosure. However, it is important for you and your heirs to understand that HUD has established a firm and expedient process to foreclosure if Defaults are not resolved. Therefore, it is important that decisions are made and action is taken in a timely manner to ensure that opportunities are not lost.

Here is a brief overview of the process from default to eviction:

1. Once a default event occurs, the loan will be **called due and payable within approximately 30 days**. This is accomplished when the Servicer notifies HUD of the last remaining borrower's death, a title transfer (where no borrower remains on title), or when HUD's approval to call the loan due and payable is given in the case of non-occupancy, property charge default or failure to maintain or repair the property.
2. A **Demand Letter is sent within 30 days** of calling the loan due and payable. This letter notifies the borrower the loan has been called due and payable, and "demands" payment of the loan amount due, in full.
3. An **Appraisal of the property is ordered within 30 days** of sending the Demand Letter to determine the value of the collateral property. The appraisal is completed by an FHA-approved appraiser.
4. The Servicer is required to take the first **legal action to begin foreclosure within 6 months/180 days** of the due and payable date.
5. Servicers must **complete the foreclosure and take possession of the property within HUD-prescribed specific timelines for each state**.

There are opportunities to resolve defaults for occupancy, property charges and failure to maintain the property. Let's discuss those options.

Resolving Defaults

Occupancy

In addition to the borrower notifying the Servicer that the property is no longer their primary residence, a Servicer may have reason to believe the property is vacant because the borrower's annual occupancy certification was not received. Other indications are property inspections which indicate the property appears vacant, or municipal code violations may be reported to the Servicer, or neighbors may contact the Servicer reporting the property appears to be vacant. To protect the property, the Servicer will secure the property by changing at least one of the locks to the property and will inspect the property's interior and exterior on a monthly basis. At least one lock will remain unchanged so that the borrower and family still have access to the property.



The resolution to an Occupancy default is to return to the property within 12 months of the property becoming vacant. To resolve an occupancy default, HUD requires the Servicer to obtain a written occupancy certification that must be mailed to the property address and signed by the borrower as proof of occupancy. The Servicer will validate the borrower's signature.

When your Servicer cannot confirm the borrower resides in the property, and has exhausted all reasonable options to locate the borrower, they are required to seek approval from HUD to call the loan due and payable. This is another instance where keeping your contact information updated on your loan can make a difference and is so important.

Property Taxes and Property Insurance

If your Servicer is informed that a tax payment has not been paid, or that your insurance premium has not been paid or renewed, your Servicer must disburse their own funds to bring the items current in order to protect the property from liens or casualty losses. After a disbursement is made on your behalf, your Servicer is required by HUD servicing guidelines to seek approval from HUD to call the loan due and payable. The loan will remain in a due and payable status until you repay the full amount of the disbursement(s) made by your Servicer.

You may qualify for a **Repayment Plan** option to fully repay any disbursements for taxes and/or insurance over a period as long as five years.

In order to evaluate you for a HUD-approved Repayment Plan, your Servicer is required to obtain documentation from you, including income and expense information and documentation supporting any special circumstances. If you do not qualify for a Repayment Plan, and the youngest borrower on the loan is over the age of 80, you may qualify for an "**At Risk**" Extension. Contact your Servicer to discuss this option and required documentation. HUD must approve all Repayment Plans.

If you are approved for a Repayment Plan, and you sign the plan document and return it to your Servicer, you are expected to make the agreed-upon monthly payments, on the date that they are due, to your Servicer. Additionally, you must pay all future taxes and insurance billings timely so that no additional advance of funds by your Servicer is required. If you fail to make a payment on your repayment plan for 60 days, or fail to pay another tax or insurance bill, and your Servicer has to again advance funds, your repayment plan will be considered "broken". At this point, your Servicer will need to re-evaluate you for a new Repayment Plan to include the additional funds advanced on your behalf. If your Repayment Plan is in good standing (i.e., payments are being made on time and no further defaults have occurred), your loan will not be referred to foreclosure.

During the term of your Repayment Plan, your loan must remain in a due and payable status. Please be aware that per HUD servicing guidelines, when a loan is in a due and payable status, monthly external inspections of the property are required. Your Servicer will retain a vendor to perform these external property inspections on a monthly basis. If you have questions about these inspections, please contact your Servicer.

Repairs

If the repairs required to the property are not completed within the required time period indicated in your Repair Rider, your Servicer must request approval to call the loan due and payable. The resolution to a repair default is to complete the required repairs and provide the required completion documentation as soon as possible to your Servicer. The Servicer must have the property inspected to ensure completion of the repairs. Once the repair process is completed, any loan payments that were previously suspended will resume and access to any funds in a line of credit will be restored.

Title

The resolution to a title default is to follow the corrective actions required by your Servicer. Servicers will always encourage you to seek the advice of legal counsel due to complexities of state laws regarding ownership of real property. Servicers cannot offer you legal advice.

Unresolved Defaults

Death

Servicers are required to monitor and identify the death dates of all borrowers. They use a variety of tools and national reporting services to accomplish this. It is not to your heir's advantage to delay notifying your Servicer about this event as the deadlines established by HUD for resolving the loan are based upon the date that the last remaining borrower passes away - *not the date that the Servicer was made aware of the borrower's death*. Resolution of the loan must be undertaken within 6 months/180 days of the death of the last borrower.

Estate planning

Some borrowers have made provisions in their wills and discussed matters related to their HECM loan ahead of time with their heirs, all of which is part of their estate planning. Servicers encourage borrowers to plan ahead, involve their heirs before their death, and consult legal counsel if necessary. As with all loans, a key consideration is how quickly the loan must be resolved. Preparing ahead of time (before a maturity event) will make the process for resolving the HECM loan debt much smoother. The death of the last remaining borrower on the loan is a maturity event and the loan then becomes due and payable as of the date of death.

Maturity Options

The options for resolution of the HECM upon maturity must be considered by the borrower's heirs and can include the establishment of an administrator or executor for the estate. This may require legal action and may include probating the will. It should be undertaken immediately. You should be familiar with your state's laws concerning real property, and your heir's rights if you do not have a will, as this will control your estate. A few considerations:

- Your heirs will need to communicate their intent for the resolution of the loan debt to your Servicer as soon as the Demand Letter is received.
- If the intent is to retain the property, then arrangements will need to be made to pay off the loan or to obtain financing to pay off the loan.
- If the intent is not to retain the property, the administrator or executor of your estate can list the property for sale. A real estate professional should be consulted at this point and everyone should be aware of the time constraints. If the property is sold at a price above the total debt, the heirs/estate will retain the excess proceeds. Your Servicer may accept the lesser of your total debt or 95% of the current market value of your home, as appraised by an FHA-approved appraiser, **as a full** pay off of your loan, which is considered a "**short sale**". Short sales must be approved in advance by your Servicer.
- Another option, if the intent is not to retain the property, is for the administrator or executor of the estate to provide a **deed in lieu ("DIL")** of foreclosure transferring the property back to the Investor. For a DIL to be approved, title to the property must be free of any other liens or encumbrances, and



the property must be in “broom-swept” condition meaning all personal property must be removed. During the DIL process, the borrower’s estate is responsible for paying all property charges (i.e., taxes, insurance, homeowner’s dues, and other property assessments) until the DIL is recorded and title is officially transferred to the investor (i.e., the owner of the loan). The DIL alternative extinguishes the debt and there is no further obligation or recourse to the estate.

Communicating with the Servicer is to everyone’s advantage upon the death of the last borrower as time is of the essence. The Servicer is required to and will commence foreclosure within 6 months/180 days after the death of the last remaining borrower; however, if communication occurs early in the process of resolving the loan, HUD does allow **90-day extension** options for additional time to complete paying off the loan in full, completing a short sale, or completing a DIL. The Servicer and HUD will require specific documentation on the probating of the will, obtaining financing, or marketing the property to substantiate the request for an extension. HUD will only approve two 90-day extensions, with specific documentation to support the need for the extension(s).

All of these options to foreclosure require that your heirs and your Servicer communicate frequently and early in the default process. Servicers must begin the foreclosure process within 6 months/180 days from the last remaining borrower’s date of death but will always seek to resolve the default with willing heirs whenever possible.

All other defaults (Property Charges, Title Transfer and Repairs)

When at least one of the borrowers can no longer occupy the property as their principal residence, pay their property charges when due (such as taxes and insurance), complete their required repairs or has conveyed their ownership of the property to someone else the loan is in default and must be resolved through foreclosure or one of the following options:

- If you desire to retain the property, then arrangements will need to be made to pay off the loan or to obtain financing to pay off the loan.
- If you are unable to pay-off the loan, the property can be listed for sale. A real estate professional should be consulted at this point and everyone should be aware of the time constraints. If the property is sold at a price above the total debt, the excess proceeds will be retained by the borrower. Your Servicer is able to accept the lesser of your total debt or 95% of the current market value of your home, as appraised by an FHA-approved appraiser, as a full pay off of your total debt and this is considered a “**short sale**”. Short sales must be approved in advance by your Servicer.
- Another option if you are unable to pay-off the loan to consider is a **deed in lieu (“DIL”)** of foreclosure. This alternative quickly extinguishes the debt and there is no further obligations or recourse to the borrower but requires certain conditions be met regarding good and marketable title and the removal of all personal belongings.

All of these options to foreclosure require that you and your Servicer communicate frequently and early in the default process. Servicers must begin the foreclosure process within 6 months/180 days from the due and payable date [date of the Demand Letter] but will always seek to resolve the default with a willing borrower or heir whenever possible.



Non-Borrowing Spouse (NBS)

A very specific set of rules apply to **Non-borrowing Spouses (“NBS”)**. If the borrower passes away and there is a spouse who was not also a borrower on the loan (i.e., they did not sign the Note and therefore are not obligated to honor the loan terms), that spouse may qualify to remain in the home until they pass or another maturity event occurs. To determine if an NBS is a “qualified” NBS according to HUD guidelines, the NBS should contact the loan Servicer as soon as possible after the borrower’s death.

If the NBS qualifies to remain in the property, they will not be entitled to draw any remaining funds from the loan or LESA, if applicable. Once a maturity event occurs, all loan funds are frozen and cannot be drawn. A qualified NBS who is approved to stay in the home until another maturity event will be responsible for fulfilling certain obligations under the loan including maintaining the property, completing any unfinished repairs that were required at closing, paying all property charges timely (including, but not limited to, taxes, insurance, homeowner’s dues and ground rents, as applicable), occupying the home as their primary residence and certifying their occupancy annually in writing to the Servicer.

HUD has established firm deadlines for the NBS to qualify to remain in the property; therefore, it is very important that an NBS contact the Servicer at the earliest possible opportunity after the death of the borrower.

Foreclosure

When all efforts to resolve the loan, as described herein, are exhausted, your Servicer will commence the legal foreclosure of the property. The length of time between the event of default and the foreclosure sale will vary by state and specific circumstances. Communications from the Servicer should not be ignored as this will only complicate the process.

Please be aware that should foreclosure action begin on your property, applicable attorney fees and costs, along with other HUD-allowable fees, will be added to your loan balance as they are incurred. If the foreclosure action is later stopped or rescinded, those fees will still be applicable and will remain in your loan balance.

After the foreclosure sale occurs, the Servicer will take custody of the property on behalf of the Investor. If there is personal property left in the home, or people residing in the property, the Servicer will undertake the legal process of eviction. The length of time between the foreclosure sale and the eviction will also vary by state.

HECM: A Non-Recourse Loan

The HECM is a “non-recourse” loan. This means that the HECM borrower (or his or her estate) will never owe more than the total debt or the value of the property, whichever is less; and no assets other than the home must be used to repay the debt.



Other Resources

In closing, it is important to remember that being familiar with the terms of your loan as explained in your loan documents and keeping your Servicer informed is key to enjoying the benefits of your HECM loan and understanding your obligations under the loan. Your HECM loan was designed to enhance your financial security by providing you access to a portion of your home's equity so that you may enjoy your senior years - in your home.

Both the Department of Housing and Urban Development and the National Reverse Mortgage Lenders Association (NRMLA) offer websites providing HECM information to borrowers and their heirs. We invite you to utilize these resources:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/sfh/hecm/hecmhome

http://portal.hud.gov/hudportal/HUD?src=/topics/information_for_senior_citizens

<https://www.reversemortgage.org/>

Additionally, HUD provides a list of HECM Counselors at the link below, or you may locate a counselor near you by calling 800-569-4287.

http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/sfh/hecm/hecmlist



For additional information such as finding a reverse mortgage lender or a reverse mortgage counselor, go to

www.reversemortgage.org





Certification of Receipt of Closing Documents

I/We hereby certify that I/we received copies of the HECM Security Instrument(s), HECM Note(s), HECM Loan Agreement, Loan Cost Disclosure Statement, and a Notice to the Borrower explaining the procedures to follow in case of nonpayment or late payments by the Lender, and that the Lender explained the principal provisions of those documents.

Martin C Gonzalez
MARTIN C GONZALEZ

10-4-23
Date

x Blanca D Gonzalez
BLANCA D GONZALEZ

10-4-23
Date



Recording Requested By/Return To:

Note Amount: \$795,000.00

Assignment of Mortgage/Deed of Trust

FOR VALUE RECEIVED, the undersigned holder of a Mortgage/Deed of Trust (herein "Assignor") whose address is **1750 Forest Drive, Suite 195, Annapolis, MD 21401**, does hereby grant, sell, assign, transfer and convey, unto and existing under the laws of (herein "Assignee"), whose address is , a certain Mortgage/Deed of Trust dated **October 4, 2023** made and executed by **MARTIN C GONZALEZ AND BLANCA D GONZALEZ, HUSBAND AND WIFE**, to and in favor of **South River Mortgage, LLC**, upon the following described property situated in **JOHNSON County, State of TEXAS**:

SEE ATTACHED EXHIBIT "A"

Commonly Known As: **11237 GARY AVENUE, CROWLEY, Texas 76036**

such Mortgage/Deed of Trust having been given to secure payment of **\$795,000.00**, (Maximum Principal Amount)

which Mortgage is of record in Book, Volume, or Liber No. _____, at page _____
(or as No. _____) of the _____ Records of _____
County, State of _____, together with the note(s) and obligations therein described and the money due and to
become due thereon with interest, and all rights accrued or to accrue under such Mortgage/Deed of Trust.

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage/Deed of Trust.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage/Deed of Trust on

_____, 20 _____.

South River Mortgage, LLC
(Assignor)

By: _____
(Signature)

(Print Name & Title)



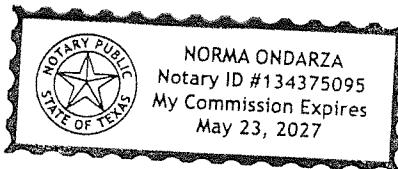
STATE OF TEXAS
COUNTY OF JOHNSON

On Oct 4, 2023 before me, Norma Ondarza a Notary Public in and for said County/City and State, personally appeared Martind & Blanca Gonzales, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Norma Ondarza
Notary Public

My Commission Expires: 05-23-27





COLLATERAL PROTECTION INSURANCE DISCLOSURE

Borrower Name(s): **MARTIN C and BLANCA D GONZALEZ**

Lender: **South River Mortgage, LLC**

Property Address: **11237 GARY AVENUE, CROWLEY, Texas 76036**

Date: **October 4, 2023**

You have entered into an agreement that requires you to maintain collateral protection insurance.
You are required to:

- (1) Keep the collateral insured against damage in the amount the lender specifies.
- (2) Purchase the insurance from an insurer that is authorized to do business in this state or an eligible surplus lines insurer.
- (3) Name the lender as the person to be paid under the policy in the event of a loss.

If required, you must provide a copy of the policy and proof of the payment of premiums.

If you fail to meet any of the above requirements, the lender may obtain collateral protection insurance on your behalf at your expense. If the lender must obtain collateral protection insurance, you will receive a notice mailed to your last known address.

I/We have read the above disclosure and acknowledge receiving a copy by signing below.

x Martin Gonzalez
MARTIN C GONZALEZ

10-4-23
Date

x Blanca Gonzalez
BLANCA D GONZALEZ

10-4-23
Date

Allonge



Loan Number: **4661496**

FHA Case Number: **513-2669257-962**

Borrower Name(s): **MARTIN C and BLANCA D GONZALEZ**

Property Address: **11237 GARY AVENUE
CROWLEY, Texas 76036**

Note/Loan Amount: **\$795,000.00**

Note/Loan Date: **10/4/2023**

PAY TO THE ORDER OF:

WITHOUT RE COURSE

Company Name: **South River Mortgage, LLC**

Signature:

Name:

Title:

**Notice of Penalties for Making
False or Misleading Statement**
[Pursuant to Texas Finance Code 343.105]



Borrower(s): **MARTIN C and BLANCA D GONZALEZ**

Property Address: **11237 GARY AVENUE, CROWLEY, Texas 76036**

WARNING:

Intentionally or knowingly making a materially false or misleading written statement to obtain property or credit, including a mortgage loan, is a violation of Section 32.32, of the Texas Penal Code, and, depending on the amount of the loan or value of the property, is punishable by imprisonment for a term of 2 years to 99 years and a fine not to exceed \$10,000.

I/we, the undersigned home loan applicant(s), represent that I/we have received, read, and understand this notice of penalties for making a materially false or misleading written statement to obtain a home loan.

I/we represent that all statements and representations contained in my/our written home loan application, including statements or representations regarding my/our **identity, employment, annual income, and intent to occupy the residential real property** secured by the home loan, are true and correct as of the date of loan closing.



MARTIN C GONZALEZ

10-4-23
Date



BLANCA D GONZALEZ

10-4-23
Date



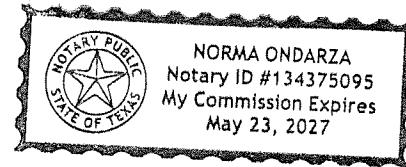
STATE OF TEXAS

COUNTY OF Johnson

This instrument was acknowledged before me on Oct 4, 2023 by

Martin C Gonzalez & Blanca D Gonzalez.

Norma Ondarza
Notary Public in and for the State of Texas



TEXAS LOAN AGREEMENT DISCLOSURE



Borrower Name(s): **MARTIN C and BLANCA D GONZALEZ**

Financial Institution: **South River Mortgage, LLC**

Property Address: **11237 GARY AVENUE, CROWLEY, Texas 76036**

Date: **October 4, 2023**

In addition to the covenants made in the Loan Agreement, Borrower and Lender further covenant and agree as follows:

1. The rights and obligations of Borrower and Lender shall be determined solely from the written Loan Agreement and any prior oral agreements between Lender and Borrower are superseded by and merged into the Loan Agreement.
2. The Loan Agreement may not be varied by any oral agreements or discussions that occur before, contemporaneously with, or subsequent to the execution of the Loan Agreement.
3. A Loan Agreement in which the amount involved in the Loan Agreement exceeds \$50,000 in value is not enforceable unless the agreement is in writing and signed by the Borrower or the agreement or the Borrower's authorized agent.
4. The following Notice is provided pursuant to Section 26.02 of the Texas Business and Commerce Code:

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.

I/We have read the above disclosure and acknowledge receiving a copy by signing below.



MARTIN C GONZALEZ

10-4-23
Date



BLANCA D GONZALEZ

10-4-23
Date

Authorized Signature

South River Mortgage, LLC

October 4, 2023

AFFIDAVIT OF REVERSE MORTGAGE COUNSELING

(Texas Constitution Art. XVI, section 50(k)(8))



Borrower Name(s): **MARTIN C and BLANCA D GONZALEZ**

Non-borrowing Spouse(s), if any:

Lender: **South River Mortgage, LLC**

Property Address: **11237 GARY AVENUE, CROWLEY, Texas 76036**

Date: **October 4, 2023**

In order to obtain a reverse mortgage from the Lender, the Borrower(s), and spouse(s) if married, is/are required to receive counseling regarding the advisability and availability of reverse mortgages and other financial alternatives not earlier than the 180th day nor later than the 5th day before the date the reverse mortgage loan is closed.

BEFORE ME, the undersigned authority appeared the affiant(s), **MARTIN C and BLANCA D GONZALEZ**, who upon oath do depose and say to Lender:

I/We, the undersigned Borrower(s) and spouse(s), am/are the legal owner(s) of the above referenced homestead property. I/We attest that I/We obtained counseling regarding the advisability and availability of reverse mortgages and other financial alternatives on 4-27-23 through Quickest, Inc. (name of counseling agency).

Martin Gonzalez
MARTIN C GONZALEZ

10-4-23
Date

Blanca Gonzalez
BLANCA D GONZALEZ

10-4-23
Date

State of Texas



County of **JOHNSON**

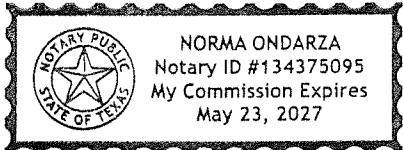
This instrument was acknowledged before me on Oct. 4, 2023, by

Martin C. Gonzalez & Blanca D. Gonzalez

Norma Ondarza

Notary Public

My Commission Expires: 05-23-27



South River Mortgage
1750 Forest Drive Suite 195
Annapolis, MD 21401

Re: Credit Inquiries

To whom it may concern,

We have one inquiry on our credit, which is from South River Mortgage. This inquiry was incurred during the process of qualifying for this HECM program.

Sincerely,

x Martin Gonzalez

Martin Gonzalez

10-4-23

Date

x Blanca Gonzalez

Blanca Gonzalez

10-4-23

Date

To whom it may concern,

Regarding the multiple credit lates, collections, and charge offs reporting on our credit:

CAP1/WSI 7276 – We had some unexpected bills that forced us to run slightly behind on this credit card last year. We eventually were able to get caught back up.

Hopkins Furniture Inc 6336 – We thought that we had finished paying this off but their was apparently a very small balance remaining which they didn't notify us for months about.

JPMCB HOME 3545 – WE had been running late due to unexpected expenses but were able to get caught back up.

Cavalry Portfolio Serv 2676 – This credit cards had a promotion that was not explained properly and Macys was saying I owed hundreds of dollars in interest but that shouldn't have been the case so I did not want to pay until they were willing to work with us.

I.C. SYSTEM , INC 7415 – This was cable service that we never actually started, I was not aware they were holding us liable for a service we never used. I will be disputing this.

PORTFOLIO RECOV ASSOC 8204 – We used this credit card and when it hit a certain amount the payment increased drastically which we tried to dispute with Capitol one but they were not willing to help us at all.

I.C. SYSTEM , INC 0378 – I cancelled phone service and was not aware there was a remaining amount owed. I will inquire on this with AT&T.

CB/WSVISA 1243 – Due to unexpected expenses we had to stop paying this card in 2019 and use the money on medical bills.

Thank you,

X Martin Gonzalez

Martin Gonzalez

Date: 10-4-23

X Blanca Gonzalez

Blanca Gonzalez

Date: 10-4-23

South River Mortgage
1750 Forest Drive Suite 195
Annapolis, MD 21401

Re: Legal Name

To whom it may concern,

My legal name is *Martin Castilleja Gonzalez*. Castilleja is my middle name.

Sincerely,

Martin Gonzalez

Martin Gonzalez

10-4-23

Date

South River Mortgage
1750 Forest Drive Suite 195
Annapolis, MD 21401

Re: Potential Derogatory Activity

To whom it may concern,

To the best of our knowledge, there are no judgements or tax liens against us or our residence at 11237 Gary Avenue, Crowley TX 76036.

Sincerely,

x Martin Gonzalez

Martin Gonzalez

10-4-23

Date

x Blanca Gonzalez

Blanca Gonzalez

10-4-23

Date

South River Mortgage
1750 Forest Drive Suite 195
Annapolis, MD 21401

Re: Free & Clear

To whom it may concern,

We confirm that we own our property free & clear.

Sincerely,

Martin Gonzalez

Martin Gonzalez

10-4-23

Date

Blanca Gonzalez

Blanca Gonzalez

10-4-23

Date

South River Mortgage
1750 Forest Drive Suite 195
Annapolis, MD 21401

Re: Reverse Phone Search

To whom it may concern,

I have no affiliation with the name *Marin Costillo Gonzalez Jr* that appeared on my reverse phone search.

Sincerely,

x Martin Gonzalez

Martin Gonzalez

10-4-23

Date

**Certificate of
HECM Counseling**

**U.S. Department of Housing
and Urban Development**
Office of Housing

Certificate Number: 239371680
OMB No. 2502-0524 (expires 01/31/2021)

Provision of this information is required to obtain mortgage financing. HUD may not collect this information, and you are not required to complete this form, unless the form has a currently valid OMB control number. **Privacy Act Notice:** The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in the form by virtue of Title 12, United States Code, Section 1701 et seq., and regulations promulgated at Title 24 Code of Federal Regulations. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

Homeowner(s) Name(s)

Power of Attorney (if present)

BLANCA D GONZALEZ, MARTIN C GONZALEZ

Non-Borrower spouse (if applicable)

Property Address City/State/Zip

11237 GARY AVENUE, CROWLEY, TX 76036

HECM for Purchase Only- Address of Property to be Purchased (if known at time of counseling)

The U. S. Department of Housing and Urban Development (HUD) requires that homeowner(s) and if applicable, non-borrower spouse interested in pursuing a Home Equity Conversion Mortgage (HECM) receive information about the implications of and alternatives to a reverse mortgage. The HECM counselor must adhere to all of HUD's guidelines and protocol regarding information that must be provided to the potential HECM mortgagor and must tailor the session to address the unique financial circumstances of the household being counseled.

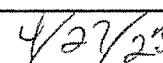
Counselor Certification:

In accordance with Section 255 of the National Housing Act and 24 CFR 206.41, I have discussed in detail the following items with the above referenced homeowner(s) and other participants

1. Options other than a HECM that are available to the homeowner(s), including other housing, social services, health and financial options.
2. Other home equity conversion options that are or may become available to the homeowner(s), such as other reverse mortgages, HECM for Purchase, sale-leaseback financing, deferred payment loans, and property tax deferral.
3. The financial implications of entering into a HECM.
4. A disclosure that a HECM may have tax consequences, affect eligibility for assistance under Federal and State programs, and have an impact on the estate and heirs of the homeowner(s).
5. Whether the homeowner has signed a contract or agreement with an estate planning service firm that requires, or purports to require, the mortgagor to pay a fee on or after closing that may exceed amounts permitted by the Secretary or in Part 206 of the HUD regulations at 24 CFR.
6. If such a contract has been signed, the extent to which services under the contract may not be needed or may be available at nominal or no cost from other sources, including the mortgagor.
7. The HECM will be due and payable when no remaining borrower and if applicable, non-borrower spouse lives in the mortgaged property, or when any other covenants of the mortgage have been violated. The non-borrower spouse has been advised of implications and consequences of requirements to adhere to all terms of the HECM loan if the surviving non-borrower spouse choosing to remain in the property encumbered by a HECM mortgage (Borrowers are those parties who have signed the Note and Mortgage or Deed of Trust.)

I hereby certify that the homeowner(s) as well as other participants required to be counseled listed above have received counseling according to the requirements of this certificate and the standards of HUD, as described in mortgagee letters, handbooks, protocols, regulations, and statute, in states that require face to face counseling or a waiver from the homeowner declining such the homeowner(s) signature below acknowledges said waiver provisions. This interview was held: **via Telephone** and the amount of time required to cover the above items was as follows: **48 minutes**. This certificate was not prepared before the counseling session occurred.

WARNING: This warning applies to all certifications made in this document. Anyone who knowingly submits a false, fictitious, or fraudulent claim, or who makes materially false, fictitious, or fraudulent statements or representations in connection with a claim, or knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim, is subject to severe criminal and civil penalties, including confinement for up to 5 years, fines, and civil penalties. (18 U.S.C. §§ 287, 1001 and 31 U.S.C. §3729)

Counselor's Name (Printed): TIMOTHY E WILHELM	HUD-Approved Counseling Agency Name: QUICKCERT, INC.
Counselor Name (Signature & Date):  	Address (City/State/Zip) 7122 S SHERIDAN RD STE 2 TULSA, OK 74133
Telephone No: 888-383-8885	Agency Housing Counseling System ID: 84311

HomeOwner and/or Non-Borrower Spouse Certification: I/we hereby certify that I/we have discussed the financial implications of and alternatives to a HECM with the above Counselor. I/we understand the advantages and disadvantages of a HECM and each type of payment plan, as well as the costs of a HECM and when the HECM will become due and payable. If applicable, this also certifies that I/We have been advised of the implications for Non-borrower spouses. This information may further help me/us to make more informed decisions about whether I/we want to proceed with obtaining a HECM. I/we understand that I/we may be charged a counseling fee that may be paid upfront to the counseling agency or if I decide to proceed with a HECM loan, financed into the mortgage and payment under any of these methods will be reflected in the 800 series on the HUD-1 settlement statement in accordance with the Real Estate Settlement Procedure regulations at 24 CFR part 3500 (see 24 CFR 3500.8).

HECM for Purchase Certification: I/we hereby certify that I/we have been informed the HECM for Purchase program requires a significant monetary investment which will be applied to satisfy the difference between the HECM principal limit and the sales price of the property, plus any HECM loan related fees that are not financed in the loan, minus the amount of earnest deposit. I/we further understand that these funds must come from cash on hand or cash from the sale or liquidation of my/our assets and that the lender will verify the source of the monetary investment.

Homeowner Signature & Date:

Homeowner Signature & Date:

Non-Borrower Spouse Signature and Date (if applicable)

POA/Guardian Signature & Date

(All homeowners shown on the deed must sign the mortgage and this counseling certificate.)

Upfront Fee for Counseling Session: **\$145.00** Financed Fee for Counseling Session: **Not Entered** Fees not waived
Date Counseling Completed: **04/27/2023** Certificate Expiration Date: **10/24/2023** (180 days from date HECM counseling completed)

Incline Casualty Company
PO Box 230
Fort Worth, TX 76101

BLANCA GONZALEZ AND MARTIN C GONZALEZ
11237 GARY AVE
CROWLEY, TX 76036-5139



Receive this billing invoice and other policy documents
Electronically!

Sign up for paperless at
www.WellingtonInsGroup.com/MyWellington

WHG 000022479-3

Insured Copy



Wellington Risk Insurance Agency, Inc.

P.O. Box 230 • Fort Worth, TX 76101

800-880-0474

www.WellingtonInsGroup.com

September 28, 2023

Dear Valued Customer:

Wellington administers the residential insurance Policy you purchased through your agent. The enclosed document(s) reflects changes that were requested to your Policy.

Please keep the enclosed document(s) with your Policy. If you have any questions about your Policy, including the enclosed document(s), or if you did not request these changes to your Policy, please contact your Agent or Wellington at (800) 880-0474.

Thank you for allowing us to service your insurance needs. We greatly appreciate your business.

AMD001

INSURED COPY

TEXAS HOMEOWNER POLICY FORM

DECLARATIONS PAGE
AMENDED 3 9/28/2023
ORIGINAL COPY
POLICY NUMBER: WHG000022479-3

**INCLINE CASUALTY
 COMPANY
 PO BOX 230
 FORT WORTH, TEXAS 76101**

Named Insured and Mailing Address:
 Blanca Gonzalez And Martin C Gonzalez
 11237 Gary Ave
 Crowley Tx 76036-5139

Agent: 500-50000 - 12441
LOW COST INSURANCE AGENCY
5501 JACKSBORO HWY STE 600
FORT WORTH, TX 76114
Telephone: (817)625-1873

Policy Period:

Effective Date: 4/18/2023
Expiration Date: 4/18/2024

**at 12:01 A.M., Standard Time at the location of
 the Residence Premises**

Construction: BRICK VENEER - Owner Occupied **PPC:** 02 **County:** JOHNSON **City Limit:** N
Residence Premises if other than Mailing Address:

Mortgagee Amended Online

COVERAGES		LIMITS OF LIABILITY	PREMIUM
SECTION I	PROPERTY		
COVERAGE A.	DWELLING	\$ 375,907	\$ 5,112.00
COVERAGE B.	OTHER STRUCTURES	\$ 37,591	Included
COVERAGE C.	PERSONAL PROPERTY	\$ 187,953	\$ 144.00 CR
SECTION II			
LIABILITY			
COVERAGE X.	FAMILY LIABILITY	\$ 100,000	\$ 10.00
COVERAGE Y.	GUEST MEDICAL	\$ 500	Included
BASIC PREMIUM			\$ 4,978.00
COVERAGE AND PREMIUM CHANGES			PREMIUM
Other Coverages and Endorsements: See Attached Schedule			\$ 75.00
Credits / Surcharges Applied to Your Policy: See Attached Schedule			\$ 1,242.00 CR
DEDUCTIBLE* (SECTION I ONLY)		AMOUNT OF DEDUCTIBLE	PREMIUM
All Other Perils		1.0% \$ 3,759	\$ 342.00 CR
Wind/Hail		2.0% \$ 7,518	Included

*Endorsements identified in "Other Coverages and Endorsements" may have independent deductibles.

Policy Premium	\$ 3,469.00
Administration Fee	\$ 95.00
Rural Fire Prot., Other TX Fees	\$ 1.54
Total Premium	\$ 3,565.54

Mortgagee / Additional Interests:
See Attached Schedule

SCHEDULE OF COVERAGE AND PREMIUM CHANGES

Company: INCLINE CASUALTY COMPANY

Policy Number: WHG000022479-3

Named Insured: Blanca Gonzalez And Martin C Gonzalez

Credits / Surcharges Applied to Your Policy	Percentages	Premium
New Business Claims History	20.00	
Senior Citizen: 55 or Over	5.00	
Total dollar amount of credits/surcharges applied to policy is :		1,242.00 CR

Other Coverages and Endorsements Endorsement Number and Title	Limits of Liability	Premium
SHO-1.3 TEXAS HOMEOWNERS POLICY		
SHO-2.2 LTD COV DISCHARGE WATER-STEAM	5,000	75.00
SHO-34.2 CLAIM AND SUIT LIMITATION END		
SHO-36 Virus And Disease Exclusion		
SHO-37 Cyber Act Exclusion		
Total dollar amount of other coverages and endorsements is:		75.00

Mortgagee / Additional Interests

1ST Mortgagee SOUTH RIVER MORTGAGE LLC
ISAOA/ATIMA 1750 FOREST DR SUITE 195 ANNAPOLIS, MD 21401
Loan Number: 4661496

Policy Registry

[Back](#)[Policy Change Request](#)[Make a Payment](#)[Report a Claim](#)[Policy Detail](#)[E-Sign Docs](#)[Completed Forms](#)[Claim History](#)[Payment History](#)[Agent Sweep Payments](#)

Policy Detail

Policy:	WHG000022479	Policy Status:	Active, pending endorsement
Current Due:	\$0.00	Remaining Balance:	\$1,425.60
Insured Name:	BLANCA GONZALEZ	Contact Phone:	(817) 441-0780
Insured Address:	11237 GARY AVE CROWLEY TX 76036-5139	Mailing Address:	11237 GARY AVE CROWLEY TX 76036-5139
Effective Date:	04/18/2023	Expiration Date:	04/18/2024
Orig Eff Date:	04/18/2015		
Effective On:	09/18/2023		
Policy Remarks:	Non renewal Flag Removed by FRTATYL		
Last Transaction:	ENDORSEMENT		

Mortgagees Primary

Escrow Billed: No

Loan #: 4638601

Mortgagee: SOUTH RIVER MORTGAGE LLC
ISAQA/ATIMA
1750 FOREST DR SUITE 195
ANNAPOLIS, MD 21401

Transaction History

Show 10 entries

Search:

Actions	Policy Transactions	Transaction Requested on	Policy Effective	Policy Expires	Policy Premium
	ENDORSEMENT	09/18/2023	09/18/2023	04/18/2024	\$0.00
	REINSTATE	05/22/2023	06/04/2023	04/18/2024	\$0.00

GREGG & VALBY, LLP
Telephone: (713) 960-1377 or 1-800-688-1006

PAGES

TO: **MARIA VILLANUEVA – MVILLANUEVA@SOUTHRIVERMTG.COM**
SOUTH RIVER MORTGAGE, LLC

FROM: **Trevor Adair- tadair@gregg-valby.com**

DATE: **OCTOBER 2, 2023** **OUR FILE: 23-09-01024**

BORROWER: **GONZALEZ** **LOAN NUMBER: 4661496**

WE CALL YOUR ATTENTION TO THE FOLLOWING ITEMS. PLEASE VERIFY AND CORRECT AS REQUESTED.

PLEASE INCLUDE THE "DISCLOSURE OF LENDER'S COUNSEL" IN THE LOAN PACKAGE SENT TO CLOSING.

WE HAVE PREPARED AN EXHIBIT "A" CONTAINING THE LEGAL DESCRIPTION. PLEASE HAVE TITLE COMPANY ATTACH TO ALL APPLICABLE DOCUMENTS.

DOCUMENTS ARE CORRECT AS PREPARED AND MAY BE RELEASED.

THE DOCUMENTS THAT MAY FOLLOW ARE TO BE INCLUDED IN THE LOAN CLOSING PACKAGE.

CONFIDENTIALITY NOTICE: This transmission (including any files attached hereto) contains confidential information that is legally privileged, confidential, and exempt from disclosure. The information is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient or any employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any disclosure, dissemination, copying, distribution, or the taking of any action in reliance on the contents of this confidential information is strictly prohibited. If you have received this communication in error, please destroy it and immediately notify us by telephone. Thank you.



GREGG & VALBY, LLP

ATTORNEYS AT LAW
1700 WEST LOOP SOUTH, SUITE 200
HOUSTON, TEXAS 77027
TELEPHONE 713-960-1377 FACSIMILE 713-960-1809

OCTOBER 4, 2023

**SUMMIT TITLE AGENCY, LLC
11200 BROADWAY STREET, SUITE 2743
PEARLAND, TEXAS 77584**

**ATTENTION: CLOSING DEPARTMENT
PHONE: 401-865-6400**

LOAN TYPE: FHA

FOR PROFESSIONAL SERVICES IN CONNECTION WITH THE SALE OR REFINANCE OF REAL PROPERTY:

LOCATED AT: 11237 GARY AVENUE, CROWLEY, TEXAS 76036

BORROWER: MARTIN C. GONZALEZ AND BLANCA D. GONZALEZ

GF/TITLE ORDER NO.: SRM-141976-REV

LENDER'S LOAN NUMBER: 4661496

REVIEW	\$225.00	(BORROWER)
TOTAL:	\$225.00	

OUR FILE NUMBER: 23-09-01024/GV0553-00

The fees represented by this invoice may not be waived or allocated as a POC item except by the prior written instruction of an attorney in the law firm of Gregg & Valby, LLP.

Responsibility for payment of these services will be as established by the contractual agreement of the parties to this transaction. If this invoice contains a charge for a warranty deed, that charge must be collected from the appropriate party for (1) the preparation and use of our warranty deed or (2) the review by us of a warranty deed prepared by another if our warranty deed is not used.

No part of this fee is for preparation or distribution of federal disclosures such as the Truth-In-Lending Statement or any other disclosures required by state and/or federal law. The Lender has prepared, or caused to be prepared, all such federal and state disclosures at its own cost and without charge to the Borrower.

The fee for these legal services was determined by applying a fixed charge for the preparation of the standard instruments required for the above-described loan. Extra charges may be included if additional instruments are necessary that are not part of the standard instruments.

Please be advised that these services were performed as attorney for the Lender and not as legal representative for any other party.

**TO ENSURE PROPER CREDIT, PLEASE RETURN A COPY OF THIS INVOICE WITH YOUR
REMITTANCE.**



DISCLOSURE OF LENDER'S COUNSEL
GREGG & VALBY, LLP

GONZALEZ
Loan Number: 4661496
MIN:101627600050005095
Case Number: 513-2669257-962

Words used in this Disclosure are defined below. Words in the singular mean and include the plural and vice versa.

“Parties” are **MARTIN C. GONZALEZ AND BLANCA D. GONZALEZ**.

“Lender” is **SOUTH RIVER MORTGAGE, LLC**, and its successors and assigns.

“Loan” means the debt evidenced by the Note and all sums due under the Security Instrument.

“Note” means the promissory note in the original principal amount of **\$795,000.00**, in favor of Lender.

“Property” means the property commonly known as **11237 GARY AVENUE, CROWLEY, TEXAS 76036**.

“Security Instrument” means the deed of trust/mortgage/security deed/security instrument in favor of Lender, securing payment of the Note.

LOAN DOCUMENTATION. The legal instruments involved in the Loan have been prepared for Lender by Gregg & Valby, LLP, using information supplied by Lender and other third parties. Parties acknowledge that Gregg & Valby, LLP has acted only on behalf of Lender. Lender and Gregg & Valby, LLP have not assisted or rendered legal advice to Parties with respect to the Loan or the Property securing it or the documents executed in connection with it. **Parties further acknowledge and understand that the Parties may retain independent counsel to represent the Parties’ individual interests in the referenced transaction.**

DESCRIPTION OF LEGAL SERVICES PERFORMED. Services performed by Gregg & Valby, LLP for the benefit of Lender include the review of certain information, such as title commitments and surveys, in some cases deed restrictions, and easements and other documents affecting title, and the preparation of all or part of the following legal instruments affecting title to the Property as part of the standard closing documents: a Deed (if required), Note, Security Instrument, and Assignment or Release of Lien (if required). In addition, Gregg & Valby, LLP may have been requested to prepare other documents affecting title to the Property such as, for example, Private Road Maintenance Agreements, Heirship Affidavits, or Subordination Agreements to facilitate the transaction.

DISCLAIMER OF REPRESENTATION OR WARRANTY. Parties understand that Gregg & Valby, LLP has not conducted a title search on the Property and makes no representation or warranty about the condition of the title, access to the Property, or any other matters that might be revealed from an examination by Parties of a survey or the Property itself. **Parties are cautioned to make sure the Deed conveys the Parties’ intentions in the transaction.**

DATA SUPPLIED BY LENDER. The disclosure calculations and fee data have been supplied by Lender. No representation is made by Gregg & Valby, LLP regarding the value of the Property, conformance with any limitations on fees, waiting periods, or any other matters outside the control of Gregg & Valby, LLP

RESPONSIBILITY FOR PAYMENT OF FEES. The undersigned acknowledge that they are obligated to pay certain legal fees for the preparation of legal documentation by Gregg & Valby, LLP as determined by the provisions of the contract, loan application, or other documents previously signed and as required by Lender.

BASIS FOR FEE. The document preparation fee for standard closing documents charged by Gregg & Valby, LLP is based on a per transaction charge rather than an hourly fee. The document preparation fees charged for any additional documents prepared by Gregg & Valby, LLP are based on a fee schedule rather than an hourly fee. These fees are intended to provide fair compensation for the above-described services by taking into consideration the time and labor required, the complexities of the questions involved, and the skill required to perform the services. Other considerations include the expertise of Gregg & Valby, LLP in the complexities of the real estate practice, the necessary overhead associated with the rendering of the services, and the assumption of risk by Gregg & Valby, LLP in the rendering of the services. Except in instances where a borrower may be charged lawfully for the preparation or distribution of a particular disclosure, there has been no charge made for the preparation or distribution of any federal disclosures or information required by the Real Estate Settlement and Procedures Act, the Truth-in-Lending Act, the Homeowner’s Protection Act,



or any other disclosure required by state and/or federal law. Lender has prepared or caused to be prepared all such federal and state disclosures at its own cost and without charge to borrower.

NOTICE TO PARTIES REGARDING DEED PREPARATION. If Gregg & Valby, LLP has prepared a Deed for this transaction, it has been at the request of Lender and payment must be made for the preparation of the Deed or the review by Gregg & Valby, LLP of a Deed prepared by another if the Deed prepared by Gregg & Valby, LLP is not used. Gregg & Valby, LLP represents Lender and only Lender in this transaction. Parties are advised to consult their own legal counsel and advise Gregg & Valby, LLP to send the draft Deed to that attorney. Gregg & Valby, LLP has provided the Deed as a convenience to the Parties. If this Deed is not used, any other Deed must be reviewed and approved by Gregg & Valby, LLP prior to its execution in order to verify certain items, including, without limitation, the date of the Deed, borrower's name, the legal description of the Property, and the creation and transfer of a vendor's lien to Lender.

Parties hereby acknowledge receiving and reading a copy of this Disclosure and affirm the accuracy of the statements contained herein.

Martin Gonzalez 10-4-23
MARTIN C. GONZALEZ

x Blanca D. Gonzalez 10-04-
BLANCA D. GONZALEZ 33



GONZALEZ
Loan Number: 4661496
MIN:101627600050005095
Case Number: 513-2669257-962

EXHIBIT "A"

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN JOHNSON COUNTY, TEXAS AND BEING PART OF THE J. W. DOGGETT SURVEY, PATENT 25, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE J. W. DOGGETT SURVEY;

THENCE EAST 2598.94 FEET TO THE PLACE OF BEGINNING;

THENCE EAST 521.64 FEET TO AN IRON PIN IN THE CENTER LINE OF A 60.0 FOOT ROAD EASEMENT;

THENCE SOUTH 0 DEGREES 50 MINUTES EAST 335.26 FEET ALONG THE CENTER LINE OF SAID EASEMENT TO AN IRON PIN FOR CORNER;

THENCE WEST 521.64 FEET TO AN IRON PIN FOR CORNER;

THENCE NORTH 0 DEGREES 50 MINUTES WEST 335.26 FEET TO THE PLACE OF BEGINNING AND CONTAINING 4.01 ACRES OF LAND MORE OR LESS. SAVE AND EXCEPT THE PORTION OF LAND CONTAINED IN ROAD EASEMENT OFF THE EAST SIDE OF LOT.

SUCH PROPERTY HAVING BEEN LATER PLATTED AND DEDICATED AS FOLLOWS:

TRACT 23, BLOCK C, IN CROWLEY TWO ACRES, JOHNSON COUNTY, TEXAS, ACCORDING TO THE MAP AND PLAT RECORDS IN JOHNSON COUNTY, TEXAS.



GONZALEZ
Loan Number: 4661496
MIN:101627600050005095
Case Number: 513-2669257-962

HOLD HARMLESS AGREEMENT GENERAL PROPERTY CONDITION, SURVEY, TITLE INSURANCE

Lender: **SOUTH RIVER MORTGAGE, LLC**
Property Address: **11237 GARY AVENUE, CROWLEY, TEXAS 76036**

TO WHOM IT MAY CONCERN:

I acknowledge herewith that if an appraisal was obtained on the above referenced property, the Lender did so for lending purposes only. Said report was required solely for the purpose of underwriting my loan application and is not to be considered suitable for any other use.

I further acknowledge that the Lender (including any successor, assignee, servicer or investor) does not (1) warrant, guarantee or represent the condition of the improvements, the operability of the equipment, the amount of the assessed/appraised value or code compliance with applicable laws and regulations; and (2) will not assume any responsibility for the condition of the subject property or the correction of any defects now existing or that may develop at any time during or after the term of my mortgage obligation.

I acknowledge that as property's owner, I am aware of property's current condition and am willing to close this transaction based on property's current condition. I understand that Lender is not responsible for my satisfaction with property in any respect.

If a survey was required in connection with this transaction and if I have received a copy of that survey, I acknowledge that I have reviewed the survey and am aware of the indicated encroachments, protrusions, easements, limitations, access, dimensions, and/or other conditions shown on the survey.

If I have received a copy of a commitment for title insurance, I acknowledge that I have reviewed the commitment and consent to the exceptions to title that will appear in any owner's title policy that may be issued in this transaction.

In consideration of Lender making a loan to me, I hereby indemnify and hold Lender (including any successor, assignee, servicer, or investor) harmless from any claims, costs, damages, causes of action, and expenses, including attorney fees, arising as a result of the current and future condition of the property, encroachments or other matters shown by the survey (if a survey was used), and exceptions stated in the commitment for title insurance and owner's title insurance policy.

Date: **OCTOBER 4, 2023**

x Martin Gonzalez 10-4-23 x Blanca D. Gonzalez
MARTIN C. GONZALEZ BLANCA D. GONZALEZ



GONZALEZ
Loan Number: 4661496
MIN:101627600050005095
Case Number: 513-2669257-962

LENDER: **SOUTH RIVER MORTGAGE, LLC**

BORROWER: **MARTIN C. GONZALEZ AND BLANCA D. GONZALEZ**

PROPERTY: **11237 GARY AVENUE, CROWLEY, TEXAS 76036**

LOAN NO.: **4661496**

CASE NO.: **513-2669257-962**

DATE: **OCTOBER 4, 2023**

MINERAL RIGHTS ACKNOWLEDGMENT AND AGREEMENT

Borrower is executing this Mineral Rights Acknowledgment and Agreement as a material inducement to Lender to make Borrower the above-referenced Loan secured by liens on the above-referenced Property.

Borrower understands that the Property may be subject to mineral development rights, the exercise of which could result in a taking or damage to any or all of the Property. Borrower further understands that the party desiring to exercise its mineral development rights may give notice of its intention to exercise such rights and may be liable to Borrower for reimbursement of any taking or any damage to the Property resulting from its exercise of such mineral development rights.

Borrower hereby agrees to immediately give written notice to Lender, (1) at the Lender's address as set forth in the Deed of Trust securing the above-referenced Loan or (2) at such other place as any note holder of the Note may direct Borrower in writing, from time to time, of any action or proposed action to be taken in connection with the development of mineral rights in, on, or around the Property. Borrower further agrees that if there is (1) any taking or damage to the Property and (2) if any reimbursement or compensation is paid for such taking or damage, then such reimbursement or compensation shall be paid directly to the Lender or note holder if different from Lender, to reduce the principal balance of the Note evidencing this Loan, and any and all charges accruing thereon, including the interest, so long as the above-referenced Loan remains outstanding and unsatisfied.

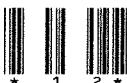
Further, Borrower agrees that Borrower will not consent to or execute any documents to transfer, convey, assign, sell, or lease any mineral development rights on said Property to any person or entity during the term of this Loan.

Borrower agrees to defend, indemnify and hold Lender, its successors or its assigns, harmless from any and all loss, damage, or expense arising from or related to Borrower not giving Lender, its successors or its assigns, proper and timely notice of any exercise of mineral development rights by any person or entity.

Borrower hereby acknowledge that Borrower has read this Agreement and fully understand its terms and implications and Borrower is executing it the same day as the herein described Note and

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Deed of Trust, as a material inducement to Lender and note holder to make the Loan on this Property.

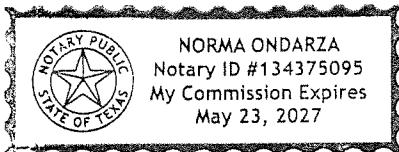
Nothing herein is intended to conflict with any provisions of the Note or Deed of Trust, but is to be an amplification thereof.

x Martin C. Gonzalez 10-4-23 x Blanca D. Gonzalez
(Borrower) (Borrower)
MARTIN C. GONZALEZ BLANCA D. GONZALEZ

STATE OF TEXAS

COUNTY OF Johnson

This instrument was acknowledged before me this Oct. 4, 2023 by MARTIN C. GONZALEZ, AND BLANCA D. GONZALEZ.

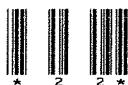


Norma Ondarza
Notary Public

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GONZALEZ
Loan Number: 4661496
MIN:101627600050005095
Case Number: 513-2669257-962

DECLARATION OF HOMESTEAD

STATE OF TEXAS

COUNTY OF

Before me, the undersigned Notary Public, personally appeared **MARTIN C. GONZALEZ AND BLANCA D. GONZALEZ**, who, after being duly sworn by me stated:

1. I/We now reside upon the real property commonly known as **11237 GARY AVENUE, CROWLEY, TEXAS 76036**. Said real property is improved with a dwelling amply sufficient for use as a residence and I/we now claim and designate that real property as my/our and my/our family's homestead, as that term is used in Article 16 of the Texas Constitution and other Texas law.
2. I/We fully realize that **SOUTH RIVER MORTGAGE, LLC and SUMMIT TITLE AGENCY, LLC (title company)** and other interested parties will rely upon the truth of the above and I make the above statements with the intent that they rely upon the truth and accuracy of such statements.

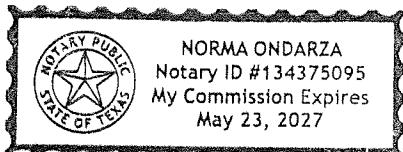
x Martin Gonzalez
(Borrower)
MARTIN C. GONZALEZ

x Blanca Gonzalez
(Borrower)
BLANCA D. GONZALEZ

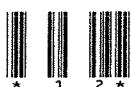
STATE OF TEXAS

COUNTY OF Johnson

Sworn to and subscribed before me on the 4th day of Oct., 2023, by MARTIN C. GONZALEZ, AND BLANCA D. GONZALEZ.



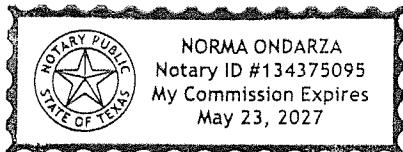
Norma Ondarza
Notary Public



STATE OF TEXAS

COUNTY OF Johnson

This instrument was acknowledged before me this Oct. 4, 2023 by MARTIN C. GONZALEZ, AND BLANCA D. GONZALEZ.



Norma Ondarza

Notary Public

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(page 2 of 2 pages)



**If you received this
page, you have
received all of the
documents for the
GONZALEZ file.**

GV965-00507MUX (01/12)

