

293 461
THE STATE OF TEXAS,
COUNTY OF MONTGOMERY

[VOL 238 PAGE 6

KNOW ALL MEN BY THESE PRESENTS: That

WE....., B. G. D'AMICO and wife, AGNES CECELIA D'AMICO

DEEDS OF TRUST

of the County of Harris and State of Texas, hereinafter called Grantors (whether one or more), for purpose of securing the indebtedness hereinafter mentioned, and in consideration of the sum of TEN DOLLARS, paid by the Trustee hereinafter named, the receipt whereof is hereby acknowledged, and of the further consideration, uses, purposes and trusts hereinafter set forth and declared, do Grant, Sell, and Convey unto

VINCENT BUSTAMANTE

as Trustee, of Harris County, Texas and also to the Substitute Trustee, as hereinafter provided, all of the following described real estate situated in Montgomery County, Texas, to-wit:

BEING 5.935 acres of land in the E. Collard Survey, A-7, Montgomery County, Texas, and being a part of M. J. Ross 363 acre tract described in deed dated 4-30-43 and recorded in Vol. 239, Page 446, of County Deed Records, said 5.935 acres being described as follows:

BEGINNING at an iron rod set for 201 contour point on Lake Conroe as called by San Jacinto River Authority, said rod being 978.95 feet South and 509.05 feet West of an inside corner of said Ross tract also southwest corner of J. A. Monroe 147 acre tract, said rod being one N.W. Corner of herein described tract, same also being north corner of a previously described 1.072 acre tract;

THENCE N. 69°40'43" E. for a distance of 363.0 feet to an iron rod set for corner;

THENCE S. 76°39'20" E. for a distance of 221.0 feet to an iron rod set for N.E. Corner of herein described tract;

THENCE S. 13°21'10" W. for a distance of 491.13 feet to an iron rod set for S.E. Corner of herein described tract;

THENCE S. 83°32'10" W. for a distance of 109.22 feet to an iron rod set for corner;

THENCE N. 81°29'55" W. for a distance of 461.03 feet to an iron rod set for S.W. Corner of herein described tract, same being S.E. Corner of said 1.072 acres;

THENCE N. 19°26'38" E. with east line of said 1.072 acres for a distance of 367.92 feet to the point of beginning and containing 5.935 acres of land.

TO HAVE AND TO HOLD the above described property, together with all rights, hereditaments and appurtenances thereto belonging, including but not limited to all heating, plumbing, refrigeration equipment, venetian blinds, air conditioning, lighting fixtures, attic or ventilating fans, carpets and equipment now or hereafter attached thereto or used in connection therewith, unto the said Trustee, and to his Substitutes, successors and assigns forever, hereby covenanting and agreeing to FOREVER WARRANT and DEFEND the premises aforesaid, and every part thereof, unto the said Trustee, hereinbefore named, and to the Substitute Trustee, and to the assigns of any Trustee hereunder, against all persons whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance, however, is made in trust to secure the payment of one certain _____ promissory note of even date herewith, executed by Grantors, for the sum of _____
FORTY TWO THOUSAND FIVE HUNDRED TWELVE AND 50/100 (\$42,512.50) _____ DOLLARS,
payable to the order of MAMYE D. ROSS, being one and the same person as MARY LOUISE ROSS,
Individually and as Independent Executrix of the Estate of M. J. ROSS, Deceased

hereinafter called Beneficiary, in the City of Houston, Harris County, _____, Texas, which note is due and payable as follows:

Principal and interest being due and payable on or before five (5) years after date.

and said note bearing interest at the rate of SEVEN (7%) _____ per cent per annum from date until maturity, payable as therein specified _____, unpaid principal and interest to bear 10% interest per annum from maturity until paid, and containing the usual provision for 10% attorney's fees.

And this conveyance is made for the security and enforcement of the payment of said indebtedness and also to secure the payment of any and all other sums of money which may be advanced for or loaned to Grantors by the Beneficiary, his heirs or assigns.

Grantors covenant and agree as follows:

1. To make prompt payment of the aforementioned indebtedness, both principal and interest, as the same shall become due and payable.
2. To pay, as the same shall become due and payable, all taxes and special assessments, now chargeable to or assessed against or hereafter chargeable to or assessed against the above described property.
3. At all times to keep the improvements on said property insured against fire, tornado and hail, in favor of the Beneficiary (who shall hold the policies of insurance), in the full insurable value of such improvements in insurance companies acceptable to the Beneficiary.
4. To pay any and all prior indebtedness that may be owing against the above described property strictly in accordance with the terms thereof and to comply strictly with the terms, agreements, covenants and provisions of any and all liens and instruments securing same, and on request of the Beneficiary to present to the Beneficiary receipts or photostatic copies of receipts for each payment on the prior indebtedness within five days after such payment is due.
5. At the option of the Beneficiary, Grantors shall pay monthly to the Beneficiary to protect the security of this deed of trust, in addition to the payments upon the above described note and together therewith, on each installment date, and until said note is fully paid, a sum equal to the premiums that will next become due and payable on policies of fire and other hazard insurance covering the above described property, plus taxes and assessments next due on said premises (all as estimated by the Beneficiary) less all sums paid therefor divided by the number of months to elapse before one month prior to the date when such premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said premiums, taxes and special assessments. The duty and obligation to obtain such insurance and pay said taxes shall in all events remain on the Grantors but the funds obtained under this paragraph may be used to pay therefor.
6. Grantors shall keep said improvements in good condition and repair, and they shall not permit waste on said property or do or permit to be done any act or thing that would tend to depreciate the value of the above described property.
7. Grantors shall in no manner impair any lien securing the aforementioned indebtedness.
8. Grantors shall pay, as the same shall become due and payable, all taxes that shall be chargeable to or assessed against this mortgage and the note or notes hereby secured, which tax payments on this mortgage and the note or notes hereby secured, together with the interest payments, are not to exceed 10% per annum on the principal amount of the indebtedness hereby secured.

Now, should Grantors perform all of the covenants herein contained, and make prompt payment of said indebtedness, both principal and interest, as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, and the lien created hereby shall be released by the Beneficiary, or other holder of the indebtedness, at the expense of Grantors. But should Grantors make default in the punctual payment of said indebtedness or any part thereof, principal or interest, as the same shall become due and payable, or should Grantors breach any of the covenants herein contained to be performed by Grantors, then and in any of such events the entire indebtedness hereby secured with all interest and all other sums hereby secured may, at the option of the Beneficiary, or other holder thereof, be immediately matured and become due and payable without demand or notice of any character, and it shall thereupon, or at any time thereafter, be the duty of the Trustee, and of his successor or substitute as hereinafter provided, on the request of the Beneficiary, or other holder of the indebtedness hereby secured or any part thereof, (which request is hereby presumed), to enforce this Trust and make sale of said real property as provided in Article 3810, Revised Civil Statutes of Texas 1925, after notice as provided in said article (but without any other notice than is required by said Article 3810) selling all the property above conveyed as an entirety or in parcels, as the Trustee acting may elect, and make due conveyance to the purchaser or purchasers, with general warranty, binding the Grantors, their heirs and assigns; and out of the money arising from such sale, the Trustee acting shall pay, first, all the expenses of advertising, sale and conveyance, including a commission of 5% to himself, and then to the Beneficiary, or any other holder thereof, the full amount of principal, accrued interest and attorney's fees due and unpaid on said indebtedness as hereinabove set out, rendering the balance of the purchase money, if any, to the Grantors, their heirs or assigns; and said sale shall forever be a perpetual bar against Grantors, their heirs and assigns. And the Beneficiary, or other holder of the indebtedness shall have the right to purchase at such sale, being the highest bidder.

It is agreed that if default be made in the payment of any installment of the note secured by this deed of trust or if advancements are made under the terms of this deed of trust, the holder thereof shall have the option to proceed with foreclosure in satisfaction of such items, either through the courts or by directing the Trustee(s) or his successors in trust to proceed as if under a foreclosure, conducting the sale as herein provided and without declaring the whole debt due, and provided that if said sale is made because of such default, such sale may be made subject to the unmatured part of the note and debt secured by this deed of trust, and it is agreed that such sale, if so made, shall not in any manner affect the unmatured part of the debt secured by this deed of trust, but as to such unmatured part this deed of trust shall remain in full force and effect just as though no sale had been made under the provisions of this paragraph. And it is further agreed that several sales may be made hereunder without exhausting the right of sale for any unmatured part of the debt secured hereby, it being the purpose to provide for a foreclosure and sale of the security for any matured portion of the debt secured hereby without exhausting the power of foreclosure and to sell the security for any other part of the debt secured hereby whether matured at the time or subsequently maturing. It is agreed that an assignee holding any installment or installments or part of any installments of the note hereby secured shall have the same powers as are conferred on the Noteholder to proceed with foreclosure on a matured installment or installments, and also to request the Trustee or successors in trust to sell the property herein conveyed; but if an assignee of one or more installments less than the full principal of the note forecloses or causes a sale to be made to satisfy any installment, part of an installment, or installments, then such foreclosure or sale shall be made subject to the unmatured part of the note and the debt secured hereby owned by the Noteholder at the time of partial assignment; such partial assignee shall have no power to appoint substitute trustees, but upon request the Noteholder shall appoint a substitute trustee in proper case under the terms of this deed of trust.

It is expressly understood and agreed that the recitals in the conveyance to the purchaser at any Trustee's sale shall be full evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be conclusively presumed to have been performed, and such sale and conveyance shall be conclusive against Grantors, their heirs and assigns whether such prerequisites shall have been performed or shall not have been performed.

In case of the absence, death, inability, refusal or failure of the Trustee herein named or of any substitute Trustee appointed hereunder to act, or in the event the holder of the indebtedness shall deem it desirable to remove without cause the Trustee or any substitute Trustee and appoint another to execute this trust, then in either of any such events the holder of the indebtedness shall have the right and is hereby authorized and empowered to appoint, a successor and substitute who may be named, constituted and appointed by the Beneficiary herein, or other holder of said indebtedness, or any part thereof, or his authorized agent, without other formality than an appointment and designation in writing, and this conveyance shall vest in him, as Trustee, the estate and title in all said premises, and he shall thereupon hold, possess and execute all the title, rights, powers and duties herein conferred on said Trustee herein named; and such right to appoint a successor or substitute Trustee shall exist as often and whenever from any of said causes any Trustee, original or substitute, cannot or will not act, or has been removed without cause. The exercise or attempted exercise of the power of sale contained herein shall not exhaust said power of sale and shall not prevent any subsequent exercise thereof.

It is further expressly stipulated and understood that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character, whether materialman's or mechanic's lien, hereafter incurred on the above described property.

It is further expressly stipulated and agreed that the lien of this deed of trust shall not affect, nor be affected by any other or further security taken or to be taken for the same indebtedness, or any part thereof; and Grantors hereby declare that the above described property forms no part of any property owned, used or claimed by Grantors as exempted from forced sale under the laws of the State of Texas, and disclaim and renounce all and every claim thereto under any such law or laws.

In the event of any default in payment, all rents from said property are hereby assigned to the Trustee herein or the Substitute Trustee hereinbefore provided for, who may (at the request of the Beneficiary or other holder of the indebtedness) take possession of said property and rent same for such rental as he deems proper, and all sums collected as rental, less all proper and reasonable costs and expenses of collection, shall be applied as a credit on the indebtedness hereby secured.

Grantors agree that Beneficiary or any holder of the above indebtedness shall have the option, at any time, to pay taxes and insurance on the above described property, and, either before or after maturity, any mortgage or other lien or interest or other charge on the above described land and premises, and shall be subrogated to the liens, right and remedies of the holder thereof, and upon payment of any such taxes, insurance, charge or indebtedness shall have the option to declare such amount immediately due and payable at the same place as the original note, or, at the option of the holder of the note, add the amount thereof to the indebtedness secured hereby to be repaid in the same manner and at the same place as hereinabove set forth. Any amount paid shall bear interest at the same rate as the indebtedness secured hereby and any amount paid shall be fully secured by this Deed of Trust the same as if such indebtedness had been originally for the increased amount. Upon the exercise of such option, the Grantors agree to pay said sums strictly in accordance with the exercise of the option by the Beneficiary. There shall be no duty upon the Trustee or any holder hereof to make any such aforementioned payment, the right to make such payment being merely at the holder's option. The fact that the holder of the indebtedness makes such payment and exercises one or more of the options herein set out, shall not waive his right to mature the indebtedness secured by this Deed of Trust and foreclose. The filing of a suit to foreclose this deed of trust either on any matured portions of the debt or for the whole debt shall never be considered an election so as to preclude foreclosure under the power of sale after dismissal of the suit.

All moneys actually collected from fire, tornado and hail insurance policies covering improvements on the above described property may, at the option of the Beneficiary, be applied as a credit on the indebtedness hereby secured.

If any part of the indebtedness evidenced by or arising under this deed of trust or the aforementioned promissory note cannot be lawfully secured by this deed of trust, or if any part of the above described property purported to be hereby conveyed in trust cannot be lawfully subject to the lien hereof to the full extent of such indebtedness, then, at and to the extent of the Beneficiary's election and notwithstanding any prior application of payments, agreement or rule of law to the contrary, all applications of payments on said indebtedness theretofore effected shall be held for nought, and all such payments theretofore or thereafter made shall be applied on said indebtedness in the manner most advantageous to the Beneficiary and shall be applied first in discharge of that portion thereof which is unsecured by this deed of trust or is the least secured and of accrued interest on such portion.

In no event shall a greater rate of interest than the maximum interest under the laws of Texas be charged or collected for the use of the money hereby secured, and should a greater amount be collected it shall be construed as a mutual mistake of the parties, and the excess shall be refunded by the Beneficiary to Grantors.

It is agreed that the Beneficiary may at any time, without notice, release portions of the above described property from the lien of this deed of trust, without affecting the personal liability of any person for the payment of the full amount of said indebtedness then remaining unpaid and without affecting the lien of this deed of trust upon the remainder of the above described property.

Grantors specifically agree that after any sale under this deed of trust, they, or their heirs or assigns, shall be mere tenants at sufferance of the purchaser of said property, or any part thereof, at such Trustee's sale, and that such purchaser shall be entitled to immediate possession thereof; and upon failure to surrender possession, the purchaser, as landlord, shall have the right to file an action for forcible detainer in any Justice of the Peace Court in the Precinct and County in which said property is located, which action shall lie against Grantors, their heirs and assigns, as tenants of such purchaser. This remedy is cumulative of any and all other remedies that the purchaser may have hereunder, or otherwise.

The term "Grantors" includes all grantors, hereinabove named and all endorser, sureties, guarantors, or other persons now or hereafter becoming liable, primarily, secondarily, or in any manner, for the indebtedness hereby secured, or any part thereof. "Beneficiary" includes not only the beneficiary hereinabove named but all persons who may hereafter acquire the indebtedness hereby secured or any part or parts thereof. As used herein, the masculine gender shall include the feminine and neuter; the singular and plural number shall include the other unless otherwise expressly provided; and the word "person" and the words "grantors" and "beneficiary" shall include corporations, partnerships, associations and other entities, or groups as well as natural persons, and the phrase "their heirs and assigns" shall also include the successors and assigns of any such corporation, partnership, association, or other entity or group. The words "grantors," "beneficiary," "trustee," and "person," whether singular or plural, shall also include the assignees, vendees, heirs, successors, and assigns of such grantor, beneficiary, trustee, or person, whether natural or artificial.

The indebtedness herein described and hereby secured is executed in payment of part of the purchase price of the hereinabove described property, and is further described in, and secured by a vendor's lien retained in deed of even date herewith from MAMYE D. ROSS, being one and the same person as MARY LOUISE ROSS, Individually and as Independent Executrix of the Estate of M. J. ROSS, Deceased, to the undersigned reference to which is here made.

EXECUTED this the 21st day of JULY, A. D., 1972.

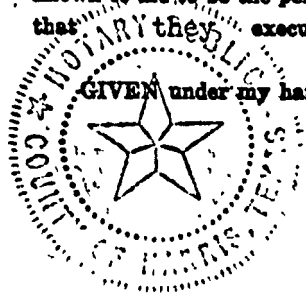

AGNES CECELIA D'AMICO


B. G. D'AMICO

THE STATE OF TEXAS,
COUNTY OF HARRIS }

Before me, the undersigned authority, on this day personally appeared B. G. D'AMICO and wife,
AGNES CECELIA D'AMICO

known to me to be the person s whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.



GIVEN under my hand and seal of office, this the 21st day of JULY, A.D., 1972

Virgie Gordon Wells
Notary Public, in and for Harris County, Texas.

FILED FOR RECORD
AT 12 O'CLOCK 2 M.

JUL 26 1972

ROY HARRIS, Clerk
County Court, Montgomery Co., Tx.
By [Signature] Deputy