

After Recording Return To:  
SPIRIT OF TEXAS BANK, SSB  
625 UNIVERSITY DRIVE EAST  
COLLEGE STATION, TEXAS 77840  
ATTN: NOTE DEPARTMENT

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**CONSTRUCTION DEED OF TRUST  
AND SECURITY AGREEMENT  
(RESIDENTIAL)**

HALDIMAN  
Loan Number: 6103365

**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.**

**STATE OF TEXAS  
COUNTY OF MONTGOMERY ss:**

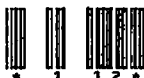
**KNOW ALL MEN BY THESE PRESENTS:**

**THIS DEED OF TRUST AND SECURITY AGREEMENT** made and entered into as of the 18th day of **OCTOBER, 2016**, between **JOHN N. HALDIMAN AND JAMIE L. HALDIMAN, HUSBAND AND WIFE** whose address is **119 ZEPHYR BEND PLACE, THE WOODLANDS, TEXAS 77381**, (hereinafter called "Grantor") **SPIRIT OF TEXAS BANK, SSB** with offices at **625 UNIVERSITY DRIVE EAST, COLLEGE STATION, TEXAS 77840** (hereinafter called "Beneficiary");

GV183-00575TXX (04/12)



(page 1 of 12 pages)



WITNESSETH:

To secure the payment of the Indebtedness hereinafter described and the performance of the covenants and obligations herein contained and in consideration of the sum of TEN and NO/100 (\$10.00) DOLLARS and other valuable consideration in hand paid by Beneficiary to Grantor and in consideration of the debts and trusts hereinafter mentioned, the receipt and sufficiency of all of which is hereby acknowledged, Grantor by these presents does hereby BARGAIN, GRANT, SELL, ASSIGN, MORTGAGE, TRANSFER and CONVEY unto **DAVID M. MCGUIRE**, Trustee whose address is **720 NORTH POST OAK, 6TH FLOOR, HOUSTON, TEXAS 77024** , as Trustee (hereinafter called "Trustee") and his its successors and substitutes in trust hereunder, for the use and benefit of Beneficiary, the following described real and personal property, rights, titles, interests and estates (which are hereinafter collectively called the "Mortgaged Properties"), to-wit:

1. That certain property set forth and described as follows:  
**SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN**  
 (hereinafter sometimes called "Premises");

2. All building material, machinery, apparatus, equipment, fittings, fixtures and personal property of every kind and nature whatsoever, now in, part of, affixed to, delivered to or used in connection with the buildings and improvements on the Premises, or hereafter acquired by the Grantor and hereafter placed in, affixed to, delivered to or used in connection with such buildings and improvements or any buildings hereinafter constructed or placed upon the Premises or any part thereof, including, but without limiting the generality of the foregoing, all engines, furnaces, boilers, stokers, pumps, heaters, tanks, dynamos, transformers, motors, generators, fans, blowers, vents, switchboards, electrical equipment, heating, plumbing, lifting and ventilating apparatus, air-cooling and air-conditioning apparatus, water, gas and electrical fixtures, elevators, mail conveyors, escalators, drapes, carpets, shades, awnings, screens, radiators, partitions, ducts, shafts, pipes, conduits, lines and facilities of whatsoever nature for air, gas water, steam, electricity, waste sewage and for other utilities, services and uses, compressors, vacuum cleaning systems, call systems, fire prevention and extinguishing apparatus, kitchen equipment, cafeteria equipment, all of which to the extent permitted by law are hereby understood and agreed to be a part and parcel of the Premises and improvements thereon and appropriated to the use and operation of the Premises and said improvements, and whether affixed or annexed or not, shall for the purposes of this Mortgage be deemed constructively to be real estate and conveyed hereby, excluding, however, readily movable trade fixtures not used or acquired for use in connection with the operation of any such building or any part thereof, readily movable office furniture, furnishings and equipment not so used or acquired for use, and consumable supplies, whether or not affixed or annexed, that have been or that may hereafter be placed in any building constructed upon the Premises or any part thereof.

3. All reversions and remainders in the Property hereinbefore described or referred to.

4. All and singular the tenements, hereditaments, privileges, easements, franchises, rights, appendages and appurtenances now or hereafter belonging or in anywise appertaining unto the Premises, including all interests in the streets adjacent thereto.



5. All the rents, issues, profits, revenues and other income of the Property subjected or required to be subjected to the lien of this Mortgage, and all the estate, right, title and interest of every nature whatsoever of the Mortgage now owned or hereafter acquired in and to the same and every part and parcel thereof.

TO HAVE AND TO HOLD the Mortgaged Properties unto the Trustee and to his successors and assigns forever to secure the payment of the Indebtedness (hereinafter defined) and to secure the performance of the covenants, agreements and obligations of the Grantor herein contained.

## I.

This Mortgage is executed and delivered by Grantor to secure the payment of one certain Promissory Note (the "Indebtedness"):

1. Promissory Note of even date herewith in the principal sum of **Four Hundred Fifty Two Thousand Dollars and No Cents Dollars (U.S. \$452,000.00)** executed by Grantor and payable to the order of Beneficiary and bearing interest, containing acceleration of maturity and attorney's fees collection clauses, all as specified therein. If on **JANUARY 18, 2018**, Grantor still owes amounts under this Promissory Note, Grantor will pay those amounts in full on that date, which is call the "maturity date".

2. The Indebtedness evidenced by said note in the principal amount and with interest, collection and attorney's fees, all as provided therein; all renewals, rearrangements or extensions of said note in whole or in part; any sums which may be advanced or paid by Beneficiary or Trustee under the terms hereof on account of the failure of Grantor to comply with the covenants of Grantor contained herein; and all other indebtedness of Grantor arising pursuant to the provisions of this Mortgage or of any loan agreement or other instruments executed in connection with or as security for said note.

## II.

The Grantor hereby represents, warrants and covenants as follows:

1. The Grantor has good and marketable title to and is possessed of the Mortgaged Properties; the Mortgaged Properties are free of any and all liens or encumbrances of any kind or nature except those specified herein; and the Grantor has full power and lawful authority to bargain, grant, sell, mortgage, assign, transfer and convey all the Mortgaged Properties in the manner and form aforesaid.

2. Grantor will warrant and defend the title to the Mortgaged Properties against the claims and demands of all other persons whomsoever and will maintain and preserve the lien created hereby so long as any of the Indebtedness secured hereby remains unpaid. Should an adverse claim be made against or a cloud develop upon the title to any part of the Mortgaged Properties, the Grantor agrees it will immediately defend against such adverse claim or take appropriate action to remove such cloud at the Grantor's cost and expense, and the Grantor further agrees that the Trustee and/or Beneficiary may take such action as they deem advisable to protect and preserve their interests in the Mortgaged Properties, and in such event the Grantor will indemnify the Trustee and the Beneficiary



against any and all cost, attorney's fees and other expenses which they may incur in defending against any such adverse claim or taking action to remove such cloud.

3. This Mortgage is, and always will be kept, a direct first lien upon the Mortgaged Properties subject only to the matters specified herein and the Grantor will not create or suffer to be created or permit to exist any lien or charge junior to or on a parity with this Mortgage upon the Mortgaged Properties or any part thereof or upon the rents, issues, revenues, profits and other income therefrom, and the Grantor will from time to time pay or cause to be paid as they become due and payable all taxes, assessments and governmental charges lawfully levied or assessed upon the Mortgaged Properties or any part thereof, or upon or arising from any of the rents, issues, revenues, profits and other income from the Mortgaged Properties, or the operation and development thereof.

4. The Grantor will at its own expense do or cause to be done all things necessary to preserve and keep in full repair, working order and efficiency all the Mortgaged Properties, including, without limiting the generality of the foregoing, all equipment, machinery and facilities, and from time to time will make all the needful and proper repairs, renewals and replacements so that at all times the state and condition of the Mortgaged Properties shall be fully preserved and maintained.

5. The Grantor will keep adequately insured by insurers of recognized responsibility, all of the Mortgaged Properties of an insurable nature and of a character usually insured by persons engaged in the same or a similar business, against all risks customarily insured against by such persons. The Grantor will maintain liability insurance against claims for personal injury or death or property damage suffered by members of the public or others in or about the Mortgaged Properties or occurring by reason of Grantor's ownership, maintenance, use or operation of any plants, shops, machinery, automobiles, trucks or other vehicles, or other facilities on or in connection with the Mortgaged Properties; and maintain all such worker's compensation or similar insurance as may be required under the laws of any jurisdiction in which any of the Mortgaged Properties may be situated. All such liability and worker's compensation insurance shall be maintained in such amounts as is usually carried by persons engaged in the same or similar business and shall be effected under a valid and enforceable policy or policies issued by insurers of recognized responsibility. All of the insurance referred to or mentioned in this paragraph, including the character, coverage, amount and insurers, shall be satisfactory to and approved by Beneficiary. If requested by Beneficiary, the loss payable clauses or provisions in said policy or policies shall be endorsed in favor of and made payable to Beneficiary, any and all monies that may become payable under any such policies of insurance by reason of damage, loss or destruction of any of the Mortgaged Properties, and Beneficiary may apply all or any part of the sums so collected, at its election, toward payment of the Indebtedness, whether or not such Indebtedness is then due and payable, in such manner as Beneficiary may elect.

6. The Grantor will permit the Trustee and/or the Beneficiary and the agents of either of them to visit and inspect any of the Mortgaged Properties, to examine the books of account of the Grantor and to discuss the affairs, finances or accounts of the Grantor, and to be advised as to the same by any officer or employee of Grantor, all at such reasonable times or intervals as the Trustee or the Beneficiary may desire.

7. Grantor will execute and deliver such further instruments and do such further acts as may be necessary or desirable or as may be reasonably requested by the Trustee or Beneficiary to



carry out more effectively the purposes of this Mortgage and to subject to the lien created hereby any properties, rights and interests covered or intended to be covered hereby.

8. Grantor will duly and punctually pay the principal of and interest on all of the Indebtedness as the same shall become due and payable.

9. If any tax is levied or assessed against the Indebtedness described herein or any part thereof, or against this Mortgage, or against the Beneficiary with respect to said Indebtedness or any part thereof or this Mortgage, Grantor shall promptly pay the same.

10. If any part of the Mortgaged Properties is taken for public use under the power of eminent domain, Beneficiary shall have the right to receive and collect all amounts and damages awarded by such condemnation proceedings and apply the same on the Indebtedness when received in such manner as it may elect.

11. If Grantor fails to perform any of the covenants contained herein, the Trustee or Beneficiary may make advances and perform same in Grantor's behalf and all sums so advanced shall be a lien on the Mortgaged Properties and secured hereby. Grantor agrees to repay on demand all sums so advanced with interest thereon at the rate of **Four and Three Fourths percent (4.750%)** per annum.

### **III.**

1. If any of the following (herein called "Events of Default") shall occur:

(a) default shall be made in the payment, in whole or in part, of any of the Indebtedness or any installment thereof as and when the same shall become due and payable;

(b) any warranty or representation made in this Mortgage, or in any loan agreement or other instrument executed by Grantor in connection with or as security for any of the Indebtedness, shall be breached, or prove to be untrue; or default or breach shall be made in the due performance of any covenant, warranty or agreement of the Grantor in this Mortgage, or in any loan agreement or other instrument executed by Grantor in connection with or as security for any of the Indebtedness; or

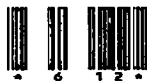
(c) the Grantor shall apply for or consent to the appointment of a receiver, trustee or liquidator thereof or of all or a substantial part of its assets; be adjudicated as bankrupt or insolvent, or file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come due; make a general assignment for the benefit of creditors; file a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any insolvency law; file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against it in any bankruptcy, reorganization or insolvency proceedings; or an order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition seeking reorganization of the Grantor or appointing a receiver, trustee or liquidator of the Grantor or of all or a substantial part of the assets of the



Grantor, and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days;

the Beneficiary may, by written notice addressed and mailed to the grantor at its address set forth in the recitals hereof, declare the entire unpaid principal of and the interest accrued on the Indebtedness, in whole or in part, to be immediately due and payable, and upon such declaration the same shall become and be immediately due and payable. All costs and expenses (including attorney's fees) incurred by the Trustee or the Beneficiary in protecting and enforcing their rights hereunder shall constitute a demand obligation owing by the Grantor and shall draw interest at the rate of ten (10%) percent per annum, and shall constitute a portion of the Indebtedness secured hereby and shall have the benefit of the lien hereby created.

2. If any of the Indebtedness shall become due and payable, the Trustee shall have the right and power to sell, as he may elect and to the extent permitted by law, all or any portion of the Mortgaged Properties, at one or more sales, as an entirety or in parcels, at such place or places and otherwise in such manner and upon such notice as may be required by law, or, in the absence of any such requirement, as the Trustee may deem appropriate, and to make conveyance to the purchaser or purchasers. Any sale of any part of the Mortgaged Properties located in the State of Texas shall be made in the county in which such Mortgaged Properties are situated. Where any part of the Mortgaged Properties located in the State of Texas are situated in more than one county, then notice as herein provided shall be given in both or all of such counties, and such notice shall designate the county where the Mortgaged Properties will be sold. Notice of such proposed sale shall be given by posting written notice thereof at least twenty-one (21) days preceding the date of the sale at the courthouse door of the county in which the sale is to be made and if the Mortgaged Properties are in more than one county, one notice shall be posted at the courthouse door of each county in which the Mortgaged Properties are situated. In addition, the Beneficiary of the Indebtedness to which the Power of Sale herein mentioned is related shall at least twenty-one (21) days preceding the date of any such sale, serve written notice of the proposed sale by certified mail on each Grantor obligated to pay such Indebtedness secured hereby according to the records of such Beneficiary. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to each Grantor at the most recent address as shown by the records of the Beneficiary of the Indebtedness, in a Post Office or official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of service. Such sale shall be made at public auction between the hours of 10:00 A.M. and 4:00 P.M. on the first Tuesday in any month to the highest bidder for cash. The Trustee may postpone the sale of all or any portion of the Mortgaged Properties by public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale by public announcement made at the time of sale fixed by the preceding postponement. Upon receipt of the sale price in cash, the Trustee is hereby authorized, empowered and directed to make due conveyance to the purchaser or purchasers, with general warranty binding upon the Grantor and the heirs, successors and assigns of Grantor. The right of sale hereunder shall not be exhausted by one or more such sales, and the Trustee may make other and successive sales until all of the Mortgaged Properties be legally sold or all of the Indebtedness shall have been paid. The Grantor hereby irrevocably appoints the Trustee to be the attorney of the Grantor and in the name and on behalf of the Grantor to execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices which the Grantor ought to execute and deliver and do and



perform any and all such acts and things which the Grantor ought to do and perform under the covenants herein contained and generally to use the name of the Grantor in the exercise of all or any of the powers hereby conferred on the Trustee. Upon any sale, whether under the power of sale hereby given or by virtue of judicial proceedings, it shall not be necessary for the Trustee or any public officer acting under execution or order of court to have physically present or constructively in his possession any of the Mortgaged Properties, and the Grantor hereby agrees to deliver all of such personal property to the purchaser at such sale on the date of sale, and if it should be impossible or impracticable to make actual delivery of such Property, then the title and right of possession to such property shall pass to the purchaser at such sale as completely as if the same had been actually present and delivered. The Beneficiary shall have the right to become the purchaser at any sale held by the Trustee or by any receiver or public officer and shall have the right to be credited upon the amount of the bid made therefor with the amount of the Indebtedness then owing to Beneficiary. Recitals contained in any conveyance made by the Trustee to any Purchaser at any sale made pursuant hereto shall conclusively establish the truth and accuracy of the matters therein treated, including, without limiting the generality of the foregoing, nonpayment of the unpaid principal sum of, or the interest accrued on any of the Indebtedness after the same has become due and payable, advertisement and conduct of such sale in the manner provided herein and appointment of any successor trustee hereunder. Upon any sale, whether made under the power of sale hereby given or by virtue of judicial proceedings, the receipt of the Trustee, or of the officer making a sale under judicial proceedings, shall be a sufficient discharge to the purchaser or purchasers at any sale for his or their purchase money, and such purchaser or purchasers, his or their assigns or personal representatives, shall not, after paying such purchase money and receiving such receipt of the Trustee or of such officer therefor, be obliged to see to the application of such purchase money, or be in anywise answerable for any loss, misapplication or non-application thereof.

3. If any of the Indebtedness shall become due and payable, the Trustee or the Beneficiary shall have the right and power to proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure hereunder or for the sale of the Mortgage Properties under the judgment or decree of any court or courts of competent jurisdiction, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Mortgaged Properties under the order of a court or courts of competent jurisdiction or under executory or other legal process, or for the enforcement of any other appropriate legal or equitable remedy. The Grantor agrees to the full extent that it lawfully may, that in the case one or more of the Events of Default shall have occurred and shall not have been remedied, then, and in every such case, the Trustee or Beneficiary shall have the right and power to enter into and upon and take possession of all or any part of the Mortgaged Properties in the possession of the Grantor, its successors or assigns, or its or their agents or servants, and may exclude the Grantor, its successors or assigns, and all persons claiming under the Grantor, and its or their agents or servants wholly or partly therefrom; and, holding the same, the Trustee or Beneficiary may use, administer, manage, operate and control the Mortgaged Properties and conduct the business thereof to the same extent as the Grantor, its successors or assigns, might at the time do and may exercise all rights and powers of the Grantor, in the name, place and stead of the Grantor, or otherwise as the Trustee or Beneficiary shall deem best.

4. Every right, power and remedy herein given to the Trustee or the Beneficiary shall be cumulative and in addition to every other right, power and remedy herein specifically given currently



or hereafter existing in equity, at law or by statute; and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and so often and in such order as may be deemed expedient by the Trustee or the Beneficiary, and the exercise, or the beginning of the exercise, or any such right, power or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter any other right, power or remedy. No delay or omission by the Trustee or the Beneficiary in the exercise of any right, power or remedy shall impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

5. Any sale or sales of the Mortgaged Properties or any part thereof, whether under the power of sale herein granted and conferred or under and by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Grantor of, in and to the premises and the property sold, and shall be a perpetual bar, both at law and in equity, against the Grantor, its successors and assigns, and against any and all persons claiming or who shall thereafter claim all or any of the property sold from, through or under the Grantor, its successors or assigns; and the Grantor, if requested by the Trustee or the Beneficiary so to do, shall join in the execution and delivery of all proper conveyances, assignments and transfers of the properties so sold. The proceeds of any sale of the Mortgaged Properties or any part thereof and all other monies received by the Trustee or Beneficiary in any proceedings for the enforcement hereof, whose application has not elsewhere herein been specifically provided for, shall be applied first, to the payment of all expenses incurred by the Trustee or the Beneficiary incident to the enforcement of this Mortgage or any of the Indebtedness (including, without limiting the generality of the foregoing, expenses of any entry or taking of possession, of any sale, of advertisement thereof, and of conveyances, and court costs, compensation of agents and employees, legal fees and a reasonable commission to the Trustee acting), and to the payment of all other charges, expenses, liabilities and advances incurred or made by the Trustee or the Beneficiary under this Mortgage or in executing any trust or power hereunder; and then to payment of the Indebtedness in such order and manner as Beneficiary may elect. The Beneficiary may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of any of the Indebtedness secured hereby, in whole or in part, and in such portions and in such order as may seem best to the Beneficiary in its sole and uncontrolled discretion, and any such action shall not in anywise be considered as a waiver of any of the rights, benefits or liens created by this Mortgage. The Grantor agrees, to the full extent that it may lawfully so agree, that it will not at any time insist upon or plead or in any manner whatever claim or take the benefit or advantage of any appraisal, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Mortgaged Properties or the possession thereof by any purchaser at any sale made pursuant to any provision hereof, or pursuant to the decree of any court of competent jurisdiction; but the Grantor, for itself and all who may claim through or under it, so far as it or they now or hereafter lawfully may, hereby waives the benefit of all such laws. The Grantor, for itself and all who may claim through or under it, waives, to the extent that it may lawfully do so, any and all right to have the property included in the Mortgaged Properties marshalled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may sell the Mortgaged Properties as an entirety. If any law referred to herein and now in force, of which the Grantor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any





part of the contract herein contained or to preclude the operation or application of the provisions hereof.

#### IV.

To further secure said Indebtedness, Grantor hereby grants to Beneficiary a security interest in and to the Mortgaged Properties insofar as such Mortgaged Properties consist of equipment, general intangibles, accounts, contract rights, inventory, fixtures and any and all other personal property of any kind or character defined in and subject to the provisions of the Uniform Commercial Code, including the proceeds and products from any and all of such personal property. Upon the happening of any of the Events of Default, Beneficiary is and shall be entitled to all of the rights, powers and remedies afforded a secured party by the Uniform Commercial Code with references to the personal property and fixtures in which Beneficiary has been granted a security interest herein, or the Trustee or Beneficiary may proceed as to both the real and personal property covered hereby in accordance with the rights and remedies granted under this Mortgage in respect of the real property covered hereby. Such rights, powers and remedies shall be cumulative and in addition to those granted Trustee or Beneficiary under any other provision of this instrument or under any other instrument executed in connection with or as security for any of said Indebtedness.

#### V.

1. It shall be no part of the duty of the Trustee to see to any recording, filing or registration of this Mortgage or any other instrument in addition or supplemental thereto, or to give any notice thereof, or to see to the payment of or be under any duty in respect of any tax or assessment or other governmental charge which may be levied or assessed on the Mortgaged Properties, or any part thereof, or against the Grantor, or to see to the performance or observance by the Grantor of any of the covenants and agreements contained herein. The Trustee shall not be responsible for the execution, acknowledgment or validity of this Mortgage or of any instrument in addition or supplemental hereto or for the sufficiency of the security purported to be created hereby, and makes no representation in respect thereof or in respect of the rights of the Beneficiary. The Trustee shall have the right to advise with counsel upon any matters arising hereunder and shall be fully protected in relying as to legal matters on the advice of counsel. The Trustee shall not incur any personal liability hereunder except for his own willful misconduct; and the Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder, believed by him in good faith to be genuine.

2. In case of the death, inability, refusal or incapacity of the Trustee to act, or at the option of the Beneficiary at any time and without cause or notice, a successor or substitute trustee may be named, constituted and appointed. Successor or substitute trustees may be named, constituted and appointed without procuring the resignation of the former trustee and without other formality than the execution and acknowledgment by Beneficiary of a written instrument (which instrument, if Beneficiary is a corporation, shall be executed by the President or any Vice-President and attested by the Secretary or any Assistant Secretary and without the necessity of any action by the Board of Directors authorizing such appointment) appointing and designating such successor or substitute trustee, whereupon such successor or substitute trustee shall become vested with and succeed to all of the rights, titles, privileges, powers and duties of the Trustee named herein. Such right of appointment



of a substitute or successor trustee shall exist as often and whenever for any of said causes the original or successor or substitute trustee cannot or will not act or has been removed as herein provided.

## **VI.**

1. If all Indebtedness shall be paid, this Mortgage shall become null and void and the Mortgaged Properties shall revert to the Grantor, and the Trustee shall forthwith cause satisfaction and discharge of this Mortgage to be entered upon the record at the expense of the Grantor and shall execute and deliver or cause to be executed and delivered such instruments of satisfaction and reassignment as may be appropriate. Otherwise, this Mortgage shall remain and continue in full force and effect.

2. If any provision hereof is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction and the remaining provisions hereof shall be liberally construed in favor of the Trustee and the Beneficiary in order to effectuate the provisions hereof, and the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

3. This instrument may be construed as a mortgage, deed of trust, chattel mortgage, conveyance, assignment, security agreement, pledge, financing statement, hypothecation or contract, or any one or more of them, in order to fully effectuate the lien hereof and the purposes and agreements herein set forth.

4. The term "Grantor" as used herein shall mean and include all and each of the individuals, partnerships, corporations or other legal entities or persons executing this Mortgage. The number and gender of pronouns used in referring to Grantor shall be construed to mean and correspond with the number and gender of the individuals, partnerships, corporations or other legal entities or persons executing this Mortgage as Grantor. The term "Beneficiary" as used herein shall mean and include any legal owner, holder, assignee or pledgee of any of the Indebtedness secured hereby. The terms used to designate Trustee, Beneficiary and Grantor shall be deemed to include the respective heirs, legal representatives, successors and assigns of such parties.

5. This instrument is made with full substitute and subrogation of the Trustee and his successors in this Trust and his and their assigns in and to all covenants and warranties by others heretofore given or made in respect of the Mortgaged Properties or any part thereof.

6. The covenants and agreements herein contained shall constitute covenants running with the land and interests covered or affected hereby, and shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

7. If any of the terms or provisions hereof or of any note or other evidence of the Indebtedness or of any instrument executed in connection with or as security for the Indebtedness is susceptible of being construed as binding or obligating Grantor or any other person or concern obligated, either primarily or conditionally, for the payment of any Indebtedness secured hereby, under any circumstances or contingencies whatsoever, to pay interest in excess of that authorized by law, it is agreed that such terms or provisions are a mistake in calculation or wording and, notwithstanding the



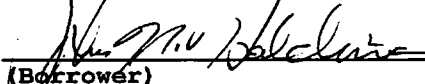
same, it is expressly agreed that neither Grantor nor any other person or concern obligated in any manner on any such Indebtedness shall ever be required or obligated under the terms hereof or under the terms of any such note or other evidence of any of the Indebtedness or other instrument or otherwise, to pay interest in excess of that authorized by law. It is the intention of the parties hereto to conform strictly to the usury laws now in force in the State of Texas and any of the aforesaid contracts for interest shall be held to be subject to reduction to the amount allowed under said usury laws. If the maturity of any of the Indebtedness is accelerated before the due date thereof, any unearned interest payable with respect thereto which is in excess of the maximum permitted by law shall be cancelled automatically as of the date of such acceleration and if theretofore paid shall be refunded or credited on the Indebtedness.

8. This is a "Construction Mortgage" within the meaning of Sections 9.102(a)(55) and 9.334(h) of the "Uniform Commercial Code-Secured Transactions" of the State of Texas. This instrument secures an obligation for the construction of an improvement of land including, and if applicable, the acquisition of the land.

9. The indebtedness secured hereby is in renewal and extension but not in extinguishment of that certain existing indebtedness described on Renewal and Extension Rider attached hereto.

WITNESS THE EXECUTION HEREOF as of the date first above written.

GRANTOR:

 (Seal)  
(Borrower)  
JOHN N. HALDIMAN

 (Seal)  
(Borrower)  
JAMIE L. HALDIMAN



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STATE OF TEXAS

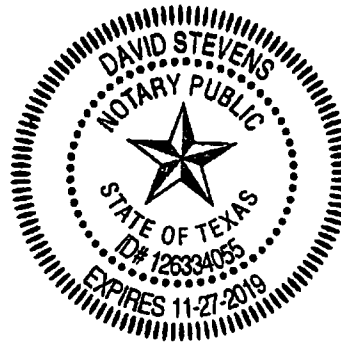
COUNTY OF MONTGOMERY

This instrument was acknowledged before me on 10/18/16 by JOHN N.  
HALDIMAN AND JAMIE L. HALDIMAN.

  
\_\_\_\_\_  
Notary Public

My commission expires: 11/27/19

**Loan Originator Organization Name: Spirit of Texas Bank SSB**  
**Loan Origination Organization NMLS ID: 677467**  
**Loan Originator Name: Melanie Delane Blinka-Becka**  
**Loan Originator NMLS ID: 396748**



GV183-00575TXX (04/12)



(page 12 of 12 pages)



## **EXHIBIT "A"**

BEING 1.495 ACRES OF LAND IN THE ELIJAH COLLARD SURVEY, A-7, MONTGOMERY COUNTY, TEXAS, AND BEING OUT OF RESERVE "C" OF TRES SUBDIVISION, MAP OF WHICH IS RECORDED IN CABINET G, SHEET 39A OF MONTGOMERY COUNTY MAP RECORDS (MCMR) AND IN THE NAME OF BILL D'AMICO, TRUSTEE AS DESCRIBED IN DEED RECORDED IN VOLUME 780, PAGE 643 OF MONTGOMERY COUNTY DEED RECORDS (MCDR), SAID 1.495 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ½" IRON ROD FOUND FOR THE NORTHWEST CORNER OF RESERVE "A" AND THE NORTHEAST CORNER OF RESERVE "C", TRES SUBDIVISION, IN THE SOUTH LINE OF LAKE CONROE DRIVE, BASED ON A 60' RIGHT OF WAY;

THENCE S 79 DEGREES 31 MINUTES 15 SECONDS W., ALONG THE NORTH LINE OF RESERVE "C" AND THE SOUTH LINE OF LAKE CONROE DRIVE FOR A DISTANCE OF 74.36 FEET TO A ½" IRON ROD FOUND FOR THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE IN A WESTERLY DIRECTION ALONG THE NORTH LINE OF RESERVE "C" AND THE SOUTH LINE OF LAKE CONROE DRIVE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 494.70 FEET AND A CENTRAL ANGLE OF 22 DEGREES 00 MINUTES 04 SECONDS FOR A DISTANCE OF 189.96 FEET TO A ½" IRON ROD FOUND FOR THE NORTHEAST CORNER OF AND POINT OF BEGINNING OF HEREIN DESCRIBED TRACT;

THENCE S. 30 DEGREES 42 MINUTES 44 SECONDS W., CROSSING SAID RESERVE "C" FOR A DISTANCE OF 607.42 FEET TO A ½" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT IN THE SOUTH LINE OF RESERVE "C" AND THE 201 CONTOUR LINE FOR LAKE CONROE, AS DESCRIBED IN DEED RECORDED IN VOLUME 701, PAGE 823 MCDR;

THENCE S. 68 DEGREES 49 MINUTES 30 SECONDS W., ALONG THE 201 CONTOUR LINE OF LAKE CONROE AND THE WEST LINE OF RESERVE "C" FOR A DISTANCE OF 233.44 FEET TO A ½" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THEREIN DESCRIBED TRACT;

THENCE N. 37 DEGREES 06 MINUTES 51 SECONDS E., LEAVING THE 201 CONTOUR LINE OF LAKE CONROE AND CROSSING SAID RESERVE "C" FOR A DISTANCE OF 778.18 FEET TO A ½" IRON ROD FOUND FOR THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT IN THE NORTH LINE OF SAID RESERVE "C" AND THE SOUTH LINE OF LAKE CONROE DRIVE;

THENCE S. 76 DEGREES 11 MINUTES 25 SECONDS E., ALONG THE NORTH LINE OF SAID RESERVE "C" AND THE SOUTH LINE OF LAKE CONROE DRIVE FOR A DISTANCE OF 40.25 FEET, TO A ½" IRON ROD FOUND FOR THE BEGINNING OF A CURVE TO THE LEFT;

THENCE IN AN EASTERLY DIRECTION ALONG THE NORTH LINE OF RESERVE "C" AND THE SOUTH LINE OF LAKE CONROE DRIVE ON A CURVE TO THE LEFT HAVING A RADIUS OF 494.70 FEET AND A CENTRAL ANGLE OF 02 DEGREES 17 MINUTES 16 SECONDS FOR A DISTANCE OF 19.75 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.495 ACRES OF LAND.

HALDIMAN  
Loan Number: 6103365

DATE: **OCTOBER 18, 2016**  
BORROWER: **JOHN N. HALDIMAN AND JAMIE L. HALDIMAN**  
LOAN #: **6103365**  
PROPERTY ADDRESS: **9360 LAKE CONROE DRIVE, CONROE, TEXAS 77304**

### **RENEWAL AND EXTENSION EXHIBIT**

This Renewal and Extension Exhibit is incorporated into and shall amend and supplement the Security Instrument of even date herewith. The Note is in renewal and extension, but not in extinguishment, of the indebtedness, whether one or more, described as follows:

**VENDOR'S LIEN RETAINED IN DEED DATED SEPTEMBER 24, 2015, AND DEED OF TRUST OF EVEN DATE THEREWITH EXECUTED BY JOHN N. HALDIMAN AND JAMIE L. HALDIMAN, HUSBAND AND WIFE, FOR THE BENEFIT OF CITIZENS BANK, FILED FOR RECORD UNDER MONTGOMERY COUNTY CLERK'S FILE NO. 2015096200, OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS, BOTH LIENS SECURING PROMISSORY NOTE OF EVEN DATE THEREWITH IN THE ORIGINAL PRINCIPAL SUM OF \$255,000.00 .**

**-----AND-----**

**MECHANIC'S LIEN RETAINED IN CONTRACT DATED OCTOBER 18, 2016, EXECUTED BY AND BETWEEN JOHN N. HALDIMAN AND JAMIE L. HALDIMAN, HUSBAND AND WIFE AS OWNER(S) AND HOMESTEAD PREMIER HOMES, LLC AS CONTRACTOR, RECORDED SIMULTANEOUSLY HERewith IN THE REAL PROPERTY RECORDS OF MONTGOMERY COUNTY, TEXAS SECURING MECHANIC'S LIEN NOTE OF EVEN DATE THEREWITH IN THE ORIGINAL PRINCIPAL SUM OF \$381,554.86, PAYABLE TO THE ORDER OF HOMESTEAD PREMIER HOMES, LLC.**

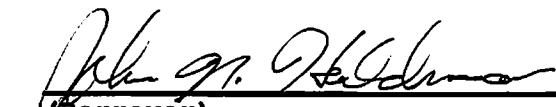
Lender is expressly subrogated to all rights, liens, equities and remedies securing the original holder(s) of the above debt(s) and the original lien(s) securing the same are renewed and extended to the date of maturity of the Note secured by the Security Instrument in renewal and extension of the indebtedness. Borrower acknowledges that the lien(s) securing the prior debt(s) is valid, that the lien(s) subsists against the Property, and that by this instrument it is renewed and extended in full force until the Note is paid, even though the original lien(s) is released and not assigned to Lender.

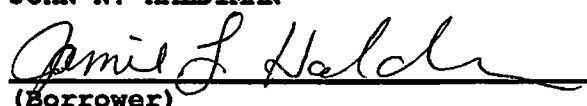
This renewal and extension is not a refinance of a debt any portion of which is an extension of credit as defined by Section 50(a) (6) or Section 50(a) (7), Article XVI, of the Texas Constitution.

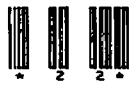
In addition to the refinance of principal and any interest, if Lender is advancing all or a portion of the costs necessary to refinance debt on the Property, Borrower acknowledges that these costs are reasonable and necessary costs to refinance such debt. Borrower has received no funds from this Loan, but only the benefit of those sums advanced for the payment of 1) principal and any interest on loans being refinanced, 2) any reasonable and necessary closing costs, and 3) any refund to Borrower of closing costs escrowed in connection with the Loan advanced by Borrower. If any portion of the Loan secures a debt for work or material used in constructing improvements on the Property, Borrower understands that funds not used in such construction, if any, must first be used to reduce the unpaid principal of the Loan or, at Lender's option, the Note must be modified to evidence the actual funds advanced.

TEXAS - Renewal and Extension Exhibit to Security Instrument  
GV238-00031TXX (01/10)



  
(Borrower)  
JOHN N. HALDIMAN

  
(Borrower)  
JAMIE L. HALDIMAN



## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **18th** day of **OCTOBER, 2016**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to **SPIRIT OF TEXAS BANK, SSB** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

**9360 LAKE CONROE DRIVE, CONROE, TEXAS 77304**

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in **THE COVENANTS, CONDITIONS, AND RESTRICTIONS FILED OF RECORD THAT AFFECT THE PROPERTY** (the "Declaration"). The Property is a part of a planned unit development known as

**CONROE**

[Name of Planned Unit Development]

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

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

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

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

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





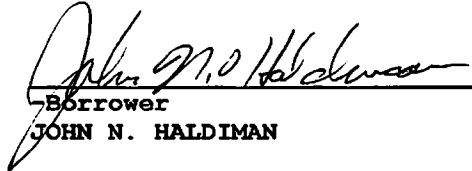
**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.



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

 (Seal)  
Borrower  
JOHN N. HALDIMAN

 (Seal)  
Borrower  
JAMIE L. HALDIMAN



**E-FILED FOR RECORD**

**10/20/2016 12:42PM**



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number  
sequence on the date and time stamped herein  
by me and was duly e-RECORDED in the Official Public  
Records of Montgomery County, Texas.

**10/20/2016**



County Clerk  
Montgomery County, Texas