

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION

United States Court
Southern District of Texas
FILED

NOV 03 2015

David J. Bradley, Clerk of Court

JOE O. RODRIGUEZ

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Plaintiff,

V.

Case No. 2:13-CV-133
"JURY"

COUNTRYWIDE HOME LOANS
SERVICING, LP OR BANK OF
AMERICA, N.A., AS SUCCESSOR
BY MERGER TO BAC HOME
LOANS SERVICING, LP,
RECONTRUST COMPANY, N.A.

Defendant,

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1. My name is Joe O. Rodriguez JR., being sworn, under oath, and states as follows:" I am over the age of eighteen (18) of sound mind, competent, and authorized to make this affidavit. The facts stated within this affidavit are based on personal knowledge and are true and correct.

 2. In my capacity as Plaintiff in this lawsuit against Bank of America N.A. (BANA) and ReconTrust N.A. I make this affidavit based upon documents of title work obtained from a collateral file affecting my real property located at 1211 Washington Dr. Alice, Texas 78332, that were

sent to me on March 4, 2015, by BANA's agent, Andrew M. LaBreche with McGuire Woods.

3. The documents attached to this declaration are true and correct copies of records of my title work sent by Andrew M. LaBreche. The document attached are:

Exhibit "A" March 4, 2015, Letter from Andrew M. LaBreche with McGuire Woods with certified mail receipt;

Exhibit "A-1" April 10, 2012, Notice of Assignment;

Exhibit "A-2" October 21, 1998 Deed of Trust;

Exhibit "A-3" October 21, 1998 Warranty Deed with Vendor's Lien;

Exhibit "A-4" **October 21, 1998 Assignment of Deed of Trust;**

Exhibit "A-5" October 21, 1998 Promissory Note.


4. Mr. LaBreche provide an unrecorded "Assignment of Deed of Trust" dated October 21, 1998, also containing the Deed of Trust, Deed of
5. Trust, Warranty Deed, and Promissory Note all dated equally. In response to the Consumer Financial Protection Bureau (CFPB) evidences Countrywide Home Loan Inc. purported to transfer and assign interest and rights, under the Deed of Trust and Promissory Note

dated October 21, 1998, to Government National Mortgage Association.

- 5. BANA's agent, Mr. LaBreche, did not include or reference to the CFPB, the May 1, 2012, Corporation Assignment of Deed of Trust/Mortgage (D.E. 31-4), and July 16, 2012, Substitute Trustee's Deed (D.E. 31-6), as being part of Rodriguez's original title work.
- 6. BANA collateral file sent by corporate attorney, Mr. LaBreche, shows Defendants' local counsel, Matt Manning, in his capacities as counsel for BANA, on December 26, 2013, entered falsify documents and a false declaration into District Court's record to support his Summary Judgment which included a December 24, 2013, Declaration of Jessica L. Valdez (D.E. 31-1), May 1, 2012, Corporation Assignment of Deed of Trust/Mortgage (D.E. 31-4), and July 16, 2012, Substitute Trustee's Deed (D.E. 31-6).


I declare, under penalty of perjury that the foregoing is true and correct.

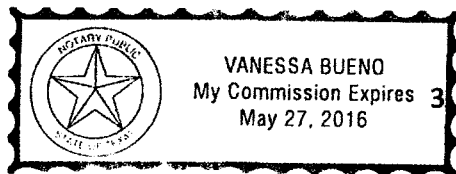
Executed on October 31, 2015.


Joe O. Rodriguez JR.

State of Texas
County of TRAVIS

§
§

SIGNED under oath before me on October 31, 2015

Notary Public, State of Texas



**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION**

JOE O. RODRIGUEZ
Plaintiff,

V.

**COUNTRYWIDE HOME LOANS
SERVICING, LP OR BANK OF
AMERICA, N.A., AS SUCCESSOR
BY MERGER TO BAC HOME
LOANS SERVICING, LP,
RECONTRUST COMPANY, N.A.**
Defendants

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**Case No. 2:13-CV-133
“JURY”**

Exhibits for Motion to Vacate Summary Judgment

Exhibit “A” A copy of March 4, 2015, Letter from Andrew M. LaBreche with McGuire Woods LLP with certified mail receipt;

Exhibit “A-1” A copy of April 10, 2012, Notice of Assignment;

Exhibit “A-2” A copy of October 21, 1998, Deed of Trust;

Exhibit “A-3” A copy of October 21, 1998, Warranty Deed with Vendor’s Lien;

Exhibit “A-4” A copy of **October 21, 1998, Assignment of Deed of Trust;**

Exhibit “A-5” A copy of October 21, 1998, Promissory Note.

McGuireWoods LLP
Fifth Third Center
201 North Tryon Street
Suite 3000
Charlotte, NC 28202
Tel 704.343.2000
Fax 704.343.2300
www.mcguirewoods.com

Andrew LaBreche
Direct: 704.343.2274

McGUIREWOODS

alabreche@mcguirewoods.com
Fax: 704.343.2400

March 4, 2015

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Joe Rodriguez
13730 FM 6-20 N., Apt. 810
Austin, TX 78717

Service Request Number: 1-539768153

Re: Joe Rodriguez CFPB Complaint: Sent February 3, 2015

Dear Mr. Rodriguez,

Thank you for taking the time to submit your inquiry to us. We are writing to inform you that The Office of the Chairman and CEO at Bank of America, N.A. ("BANA") has received your complaint, which was forwarded on your behalf from the Consumer Financial Protection Bureau ("CFPB"). Your complaint has been assigned a service request number which is listed above.

Summary of Research

Although your complaint refers to two separate loans, it is BANA's understanding, based on the account number and property address identified in your complaint, that your complaint relates only to your account with BANA ending in 766. As a result, it is BANA's position that no response is required to your allegations regarding a purported loan modification with respect to an unidentified account.

On October 30, 1998, you entered into a loan agreement with Countrywide Home Loans, Inc. ("Countrywide") for \$59,670.00 in exchange for a mortgage on property located at 1211 Washington Street, Alice, Texas 78332 ("Property"). On April 10, 2012, BANA became the owner and servicer of the loan. See Notice of Assignment.

BANA's records show that you defaulted on your loan obligations and, as a result, the Property was sold at a foreclosure auction on June 5, 2012. Enclosed is a payment history that lists the transactions relating to this loan prior to the foreclosure sale. This history provides pertinent information on payments received, tax and insurance payments, and late charges assessed and paid. There are no codes used in the Payment History that require specific definitions. At the time of the foreclosure sale, the Loan was due for the April 2011 installment.

Exhibit "A"

Joe Rodriguez

March 4, 2015

Page 2

In your complaint, you state that you asked BANA for “the title and note and [BANA] refused to show [you] anything.” Although your complaint provides no indication of when you allegedly made this request, or to which BANA employee your request was directed, BANA has reviewed its records and found no evidence that it refused to provide you with this (or any other) information. As a courtesy, however, BANA is enclosing a copy of the original title work related to your loan (as it is unclear what information you are seeking in your request for “the title”), including the deed of trust, warranty deed, assignment of deed of trust, and note for your review.

We trust that this resolves the issues identified in your complaint. It is BANA’s position that no further response is required at this time.

If You Have Any Questions

If you have any questions about this decision, please contact BANA’s counsel, Andrew LaBreche, at telephone number (704) 343-2274.

Sincerely,

MCGUIREWOODS LLP



Andrew M. LaBreche

AML/mre

Enclosures (2)

cc: Consumer Financial Protection Bureau (CFPB)

Case Number: L93556-20150209

Bank of America



Home Loans

HFHSANOH 12831 02/18/2011

Mall Stop, CA6-919-01-41
P.O. Box 5170
Simi Valley, CA 93062-5170

Notice Date: April 10, 2012

Account No.: [REDACTED] 8766

JOEY RODRIGUEZ
1111 LAUREL OAK TRL
PFLUGERVILLE TX 78660

Property Address:
1211 WASHINGTON STREET
ALICE, TX 78332

NOTICE OF ASSIGNMENT, SALE, OR TRANSFER OF OWNERSHIP OF MORTGAGE LOAN

In this Notice, the terms "we", "us" or "our" mean the new Creditor identified below. This Notice is provided by us or on our behalf.

Federal law requires that borrowers receive a written notice whenever ownership of a loan secured by their principal dwelling is assigned, sold or transferred (collectively "transferred") to a new creditor. You are receiving this Notice because your prior creditor transferred your loan (described below) to us. You may contact your prior creditor, or the servicer of your loan, if you want to confirm the transfer.

It is important that you understand the difference between the creditor and the servicer of your loan:

- The creditor owns your loan.
- The servicer collects your mortgage payments, sends you billing statements, and provides the day-to-day administration of your loan as a contractor on the creditor's behalf.

Note: The transfer of your loan may or may not also result in a change of the servicer. If the servicer is changing, you will receive a separate notice with additional information as required by law.

You should continue to send your loan payments as directed by your servicer - do not send your loan payments to our mailing address. If you have any questions regarding your loan or the servicing of your loan you should first contact the servicer at the servicer's mailing address or telephone number set forth directly below. The servicer is authorized to handle most routine inquiries and requests. In those cases where the servicer does not have authority to make decisions or otherwise act independently on our behalf in response to your request, the servicer does have the authority to gather relevant information from you, consult with us about your request and communicate our decision.

This communication is from Bank of America, N.A., the servicer of your home loan.

Exhibit "A-1"

1. Servicer's Name: Bank of America, N.A.
Servicer's Mailing Address (not for payments unless otherwise directed):
Attention: Customer Service Correspondence Unit, CA6-919-01-41
P.O. Box 5170
Simi Valley, CA 93062-5170
Servicer's Telephone Number (Toll free): (800)669-6607
2. Origination Date of Loan: 10/30/1998
Original Amount of Loan: \$59,670.00
Address of Mortgaged Property: 1211 WASHINGTON STREET
3. Date Your Loan was Transferred to the New Creditor: 4/2/2012
4. New Creditor's Name: Bank of America, N.A.
New Creditor's Mailing Address (not for payments):
Attention: Customer Service Correspondence Unit, CA6-919-02-41
PO Box 5170
Simi Valley, CA 93062
New Creditor's Physical Address (not for payments):
Attention: Customer Service Correspondence Unit, CA6-919-02-41
450 American Street
Simi Valley, CA 93065
New Creditor's Telephone Number (Toll free): (800)669-6607
5. If we have granted an agent other than the servicer with authority to act on our behalf, that agent's contact information will appear below:
Agent's Name:
Agent's Address:

Agent's Telephone Number (Toll free):
6. The transfer of your loan is recorded on our books and records. Additionally, the transfer of the lien associated with your loan is currently reflected, or in the future may be reflected, in the public records of the local County Recorder's office where your property is located. If checked , ownership of your loan is also recorded on the registry of Mortgage Electronic Registrations Systems, Inc., at 1818 Library Street, Suite 300 Reston, VA 20190.

CERTIFIED TO BE A TRUE & CORRECT COPY OF THE ORIGINAL DOCUMENT

BORDER ABSTRACT & TITLE CO., INC.

S. Holmback

WHEN RECORDED MAIL TO:
COUNTRYWIDE HOME LOANS, INC.
MSN SV-79 / DOCUMENT CONTROL DEPT.
P O BOX 10288
VAN NUYS, CALIFORNIA 91410-0288

SPACE ABOVE FOR RECORDERS USE

PARCEL ID #: 1140504300000

LOAN #: 3766
ESCROW/CLOSING #98001970-GLS

FHA Case No
TX4955170358

State of Texas

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on October 21, 1998, The Grantor is JOEY RODRIGUEZ, AN UNMARRIED MAN

("Borrower"). The trustee is DENISE S. GUNNERSON 6537 S. STAPLES, SUITE 110, CORPUS CHRISTI, TEXAS 78413

("Trustee"). The beneficiary is COUNTRYWIDE HOME LOANS, INC.

which is organized and existing under the laws of NEW YORK 4500 PARK GRANADA, CALABASAS, CA 91302-1613

, and whose address is

("Lender"). Borrower owes Lender the principal sum of FIFTY NINE THOUSAND SIX HUNDRED SEVENTY and 00/100 Dollars (U.S. \$ 59,670.00

). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 1, 2013

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in JIM WELLS County, Texas:

LOT TEN (10), BLOCK EIGHT (8) OF EDGEWOOD ADDITION NO. 2, SITUATED IN THE CITY OF ALICE, JIM WELLS COUNTY, TEXAS, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 5, PAGE 44 OF THE MAP RECORDS, JIM WELLS COUNTY, TEXAS.

which has the address of 1211 WASHINGTON STREET, ALICE [Street, City]

Texas 78332- ("Property Address"); [Zip Code]

Page 1 of 6

FHA Texas Deed of Trust - 4/96

48(TX) (2709)

CHL (09/97)

UMP MORTGAGE FORMS - (800)521-7221

Initial: JR



Exhibit "A-2"

CASE #: TX4955170358

LOAN #: [REDACTED] 8766

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, 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 COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants 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.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. 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 fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. 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 directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. 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.

CASE #: TX4955170358

LOAN #: [REDACTED] 8766

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.

5. 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 within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect 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. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) 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. 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.

6. 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, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. 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.

7. 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.

If Borrower fails to make these payments or the payments 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 the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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 (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to 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 10 days of the giving of notice.

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

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

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LOAN #: 8766

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. 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 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 lien created by this Security Instrument.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. 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.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower 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 Borrower designates by notice 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 provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. 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.

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

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. 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.

CASE #: TX4955170358

LOAN #: [REDACTED] 8766

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 the 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 17.

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 the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender or Trustee shall give notice of the time, place and terms of sale by posting and recording the notice at least 21 days prior to sale as provided by applicable law. Lender shall mail a copy of the notice of sale to Borrower in the manner prescribed by applicable law. Sale shall be made at public venue 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.

Trustee shall deliver to the purchaser Trustee's deed conveying indefensible title to the Property with covenants of general warranty. 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, 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 18, 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 a tenant at sufferance and may be removed by writ of possession.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary 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 Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Substitute Trustee. Lender, at its option and with or without cause, may from time to time remove Trustee and appoint, by power of attorney or otherwise, a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

21. 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.

22. Partial Invalidation. 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.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower 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
- Growing Equity Rider
- Other [specify]
- Planned Unit Development Rider
- Graduated Payment Rider

24. Purchase Money; Vendor's Lien; ~~RENTAL AND HOUSING~~ [Complete as appropriate]
The Note secured hereby is primarily secured by the Vendor's Lien retained in the Deed of even date herewith conveying the Property to the Borrower, which Vendor's Lien has been assigned to Lender, this Deed of Trust being additional security therefor.

CASE #: TX4955170358

LOAN #: [REDACTED] 8766

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

Joey D. Rodriguez
JOEY RODRIGUEZ (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

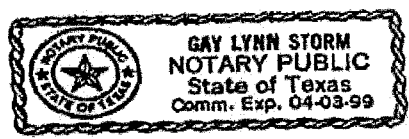
(Seal)
-Borrower

STATE OF TEXAS,
County of JIM WELLS

BEFORE ME, GAY LYNN STORM

JOEY RODRIGUEZ on this day personally appeared
(or proved to me on the oath of , known to me
to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that or through DRIVER'S LICENSE)
executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of OCTOBER, 1998.



Gay Lynn Storm

Notary Public

CERTIFIED TO BE A TRUE & CORRECT COPY OF THE ORIGINAL DOCUMENT

BORDER ABSTRACT & TITLE CO., INC.

S. Halsorback

CASE #: TX4955170358

LOAN #: [REDACTED] 8766

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS

COUNTY OF JIM NEELS



KNOW ALL MEN BY THESE PRESENTS:

THAT SHARON LASATER, SUSAN STEEL n/k/a SUSAN WINGROVE, VIRGINIA L. OELSCHLEGEL AND DALE C. SNYDER, DEALING IN THEIR SOLE AND SEPERATE PROPERTY WHICH DOES NOT CONSTITUTE ANY PART OF THEIR HOMESTEAD.

hereinafter called "Grantor" (whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor paid by JOEY RODRIGUEZ, AN UNMARRIED MAN

hereinafter called "Grantee" (whether one or more), the receipt of which is hereby acknowledged and confessed, and the further consideration of the execution and delivery by Grantee of one certain Promissory Note in the principal sum of FIFTY NINE THOUSAND SIX HUNDRED SEVENTY and 00/100 dollars, of even date herewith payable to the order of

COUNTRYWIDE HOME LOANS, INC.
4500 PARK GRANADA CALABASAS, CA 91302-1613

hereinafter called "Mortgagee," bearing interest at the rate therein provided; said Note containing the usual reasonable attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by Vendor's Lien and superior title retained herein in favor of said Mortgagee, and being also secured by a Deed of Trust of even date herewith from Grantee to DENISE S. GUNNERSON Trustee; and

WHEREAS, Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the property hereinafter described, as evidenced by the above-described Note, said Vendor's Lien and Deed of Trust lien against said property securing the payment of said Note are hereby assigned, transferred and delivered to Mortgagee, Grantor hereby conveying to said Mortgagee the said superior title to said property, subrogating said Mortgagee to all the rights and remedies of Grantor in the premises by virtue of said liens; and

1000 - 876 (TX) (8/08)

CHL (08/07)

VMP MORTGAGE FORMS • (800) 221-7291

Initials

8/07

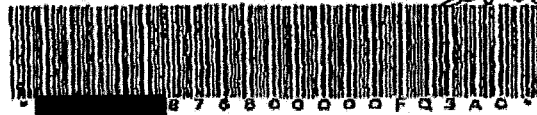


Exhibit "A-3"

CASE #: TX49551703511

LOAN #: 8766

Grantor has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto said Grantee, the following described property, to-wit: LOT TEN (10), BLOCK EIGHT (8) OF EDGEWOOD ADDITION NO. 2, SITUATED IN THE CITY OF ALICE, JIM WELLS COUNTY, TEXAS, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 5, PAGE 4-1 OF THE MAP RECORDS, JIM WELLS COUNTY, TEXAS.

TO HAVE AND TO HOLD the above-described premises, together with all and singular, the rights and appurtenances thereunto in anywise belonging unto said Grantee, his heirs and assigns, forever, And Grantor does hereby bind himself, his heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto said Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Taxes for the current year have been prorated and their payment is assumed by Grantee.

This conveyance is made subject to any and all valid and subsisting restrictions, easements, rights of way, reservations, maintenance charges together with any lien securing said maintenance charges, zoning laws, ordinances of municipal and/or other governmental authorities, conditions and covenants, if any, applicable to and enforceable against the above-described property as shown by the records of the County Clerk of said County.

The use of any pronoun herein to refer to Grantor or Grantee shall be deemed a proper reference even though Grantor and/or Grantee may be an individual (either male or female), a corporation, a partnership or a group of two or more individuals, corporations and/or partnerships, and when this Deed is executed by or to a corporation, or trustee, the words "heirs, executors and administrators" or "heirs and assigns" shall, with respect to such corporation or trustee, be construed to mean "successors and assigns."

It is expressly agreed that the Vendor's Lien is retained in favor of the payee of said Note against the above-described property, premises and improvements, until said Note and all interest thereon shall have been fully paid according to the terms thereof, when this deed shall become absolute.

EXECUTED this 21st day of October, 1998.

Sharon Lasater
SHARON LASATER

SUSAN WINGROVE

Virginia L. Oelschlegel
VIRGINIA L. OELSCHLEGEL

Dale G. Snyder
DALE G. SNYDER

GRANTEE'S ADDRESS:
1211 WASHINGTON STREET, ALICE, TX 78332-

CASE #: TX495517035H

LOAN #: 8766

Grantor has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto said Grantee, the following described property, to-wit: LOT TEN (10), BLOCK EIGHT (8) OF EDGEWOOD ADDITION NO. 2, SITUATED IN THE CITY OF ALICE, JIM WELLS COUNTY, TEXAS, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 5, PAGE 44 OF THE MAP RECORDS, JIM WELLS COUNTY, TEXAS.

TO HAVE AND TO HOLD the above-described premises, together with all and singular, the rights and appurtenances thereunto in anywise belonging unto said Grantee, his heirs and assigns, forever. And Grantor does hereby bind himself, his heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto said Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Taxes for the current year have been prorated and their payment is assumed by Grantee.

This conveyance is made subject to any and all valid and subsisting restrictions, easements, rights of way, reservations, maintenance charges together with any lien securing said maintenance charges, zoning laws, ordinances of municipal and/or other governmental authorities, conditions and covenants, if any, applicable to and enforceable against the above-described property as shown by the records of the County Clerk of said County.

The use of any pronoun herein to refer to Grantor or Grantee shall be deemed a proper reference even though Grantor and/or Grantee may be an individual (either male or female), a corporation, a partnership or a group of two or more individuals, corporations and/or partnerships, and when this Deed is executed by or to a corporation, or trustee, the words "heirs, executors and administrators" or "heirs and assigns" shall, with respect to such corporation or trustee, be construed to mean "successors and assigns."

It is expressly agreed that the Vendor's Lien is retained in favor of the payee of said Note against the above-described property, premises and improvements, until said Note and all interest thereon shall have been fully paid according to the terms thereof, when this deed shall become absolute.

EXECUTED this 21st day of October, 1998.

SHARON LASATER

Susan Wingrove

SUSAN WINGROVE

VIRGINIA L. OELSCHLEGEL

DALE L. SNYDER

GRANTEE'S ADDRESS:
1211 WASHINGTON STREET, ALICE, TX 78332-

CASE #: TX495517035E

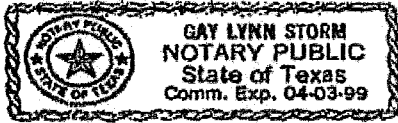
LOAN #: 8766

STATE OF TEXAS,
County of JIM WELLS

BEFORE ME, GAY LYNN STORM

VIRGINIA L. DELSCHLEGEL AND DAVE C. SNYDER on this day personally appeared
(or proved to me on the oath of known to me
or through DRIVERS LICENSE)
to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that
executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of OCTOBER, 1998.



Gay Lynn Storm
Notary Public

WHEN RECORDED, MAIL TO

CASE #: TX495517035E

LOAN #: [REDACTED] 8766

STATE OF TEXAS, *AR*
County of

BEFORE ME, *[Signature]* ELIZABETH D. TOMERLIN
on this day personally appeared

SUSAN WINGROVE
(or proved to me on the oath of
to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that *she*
executed the same for the purposes and consideration therein expressed.
or through DRIVER'S LICENSE)

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this *27* day of *October*, 1998.

Elizabeth D. Tomerlin
Notary Public
July 22, 2003

WHEN RECORDED, MAIL TO

CASE #: TX495617035E

LOAN #: [REDACTED] 8766

STATE OF TEXAS,
County of JIM WELLS

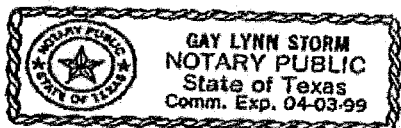
BEFORE ME, GAY LYNN STORM

SHARON LASATER
(or proved to me on the oath of

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

on this day personally appeared
, known to me
or through DRIVER'S LICENSE)

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29th day of OCTOBER, 1998.



Gay Lynn Storm
Notary Public

WHEN RECORDED, MAIL TO

AFTER RECORDING, RETURN TO:

Joey Rodriguez
1211 Washington
Alice, TX 78532

WHEN RECORDED MAIL TO:
COUNTRYWIDE HOME LOANS, INC.
MSN SV-79 / DOCUMENT CONTROL DEPT.
P.O. BOX 10266
VAN NUYS, CALIFORNIA 91410-0266

SPACE ABOVE FOR RECORDERS USE

LOAN #: [REDACTED] 8766

PARCEL ID #: 1140504300000

ESCROW/CLOSING #: 98001970-GLS

CASE #: TX4955170358

ASSIGNMENT OF DEED OF TRUST

THE STATE OF CALIFORNIA
COUNTY/PARISH OF LOS ANGELES
KNOW ALL MEN BY THESE PRESENTS:

That
COUNTRYWIDE HOME LOANS, INC.
acting herein by and through a duly authorized officer, the owner and holder of one certain promissory note for the sum of \$ 59,670.00 / executed by JOEY RODRIGUEZ, AN UNMARRIED MAN

payable to the order of
COUNTRYWIDE HOME LOANS, INC.
and secured by a Deed of Trust even date therewith to
DENISE S. GUNNERSON
6537 S. STAPLES, SUITE 110, CORPUS CHRISTI, TEXAS 78413
Trustee, which was filed for record on
or recorded in Volume

under File No.

Page of the Deed of Trust Records of
County, on the following described lot, or parcel of land situated in the County of
State of Texas, to-wit:

LOT TEN (10), BLOCK EIGHT (8) OF EDGEWOOD ADDITION NO. 2, SITUATED IN THE CITY OF ALICE, JIM WELLS COUNTY, TEXAS, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 5, PAGE 44 OF THE MAP RECORDS, JIM WELLS COUNTY, TEXAS.

Texas Assignment of Deed of Trust

Page 1 of 2

Initials: _____

995(TX) (9703).01

CHL (04/98)

VMP MORTGAGE FORMS - (800)521-7291

3/97



000492972

RODRIGUEZ J



610 [REDACTED] 8766 04 001 002

Exhibit "A-4"

CASE #: TX4955170358

LOAN #: [REDACTED] 8766

for and in consideration of the sum of _____ Dollars,
and other good, valuable and sufficient consideration paid, the receipt of which is hereby acknowledged, does hereby
transfer and assign, set over and deliver unto

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION

the above described note, together with the liens against said property securing the payment thereof, and all title held by
the undersigned in and to said land.

TO HAVE AND TO HOLD unto said grantee said above described note, together with all and singular the lien,
rights, equities, title and estate in said real estate above described securing the payment thereof, or otherwise.

Executed this the 21st day of October, A.D. 1998.

COUNTRYWIDE HOME LOANS, INC.

By: _____ *AS*

ANNIAS D. SMITH ASST. SEC

State of California
County of Los Angeles
On 10/21/1998, before me

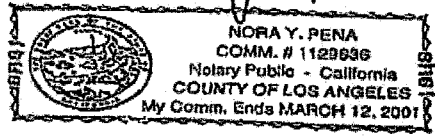
N. PENA

, personally appeared

ANNIAS D. SMITH ASST. SEC

, personally known to me (or 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.

WITNESS my hand and official seal.



Prepared by: L. GILL

COUNTRYWIDE HOME LOANS, INC.

DATE: 10/21/1998
BORROWER: JOEY RODRIGUEZ
CASE #: TX4956170358
LOAN #: [REDACTED] 8766
PROPERTY ADDRESS: 1211 WASHINGTON STREET
ALICE TX, 78332-

BRANCH #261
6537 S. STAPLES, SUITE 110
CORPUS CHRISTI, TX 78413-
(512) 985-6222
Br Fax No.: (512) 993-5018

SIGNATURE/NAME AFFIDAVIT

BORROWER:
JOEY RODRIGUEZ

THIS IS TO CERTIFY THAT MY LEGAL SIGNATURE IS AS WRITTEN AND TYPED BELOW.
(This signature must exactly match signatures on the Note and Mortgage or Deed of Trust.)

JOEY RODRIGUEZ

(Print or Type Name)

Joey Rodriguez

Signature

Joe Oscar Rodriguez

(Print or Type Name)

Joe Oscar Rodriguez

Signature

(Print or Type Name)

Signature

(Print or Type Name)

Signature

(If applicable, complete the following.)

I AM ALSO KNOWN AS:

Joe Oscar Rodriguez Jr

(Print or Type Name)

Joe Oscar Rodriguez Jr

Signature

(Print or Type Name)

Signature

(Print or Type Name)

Signature

(Print or Type Name)

Signature

and that
and the same person.

are one

State of TEXAS
County of JIM WELLS

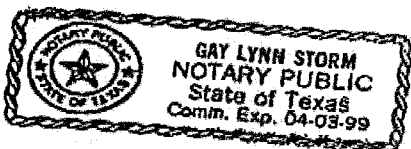
Subscribed and sworn (affirmed) before me
this 28th day of OCTOBER, 1998.

Gay Lynn Storm

Notary Public in and for JIM WELLS

the State of TEXAS
County of JIM WELLS

My Commission Expires:



304 (9806) 01 CHL (09/97)

VMP MORTGAGE FORMS - (800) 521-7291

6/98



ORIGINAL

Multistate

NOTE

FHA Case No.
TX4955170358

LOAN #: [REDACTED] 8766

October 21, 1998
[Date]

1211 WASHINGTON STREET ALICE, TX 78332
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means COUNTRYWIDE HOME LOANS, INC. and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of FIFTY NINE THOUSAND SIX HUNDRED SEVENTY and 00/100 Dollars (U.S. \$ 59,670.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of SIX & ONE-HALF percent (6.500 %) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called 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 make a payment of principal and interest to Lender on the first day of each month beginning on December 1st, 1998. Any principal and interest remaining on the first day of November, 2013, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at 4500 PARK GRANADA, CALABASAS, CA 91302-1613 or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 519.79. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

Graduated Payment Allonge Growing Equity Allonge Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

610 [REDACTED] 8766 N 001 001



Exhibit "A-5"

CASE #: TX4955170358

LOAN #: 8766

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR percent (4.000 %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing 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.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive 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.

8. 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 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.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do those things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

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

Josy Rodriguez (Seal)
JOSY RODRIGUEZ -Borrower

____ (Seal)
____ -Borrower

____ PAY TO THE ORDER OF (Seal)
____ -Borrower

____ WITHOUT RECOURSE (Seal)
____ "COUNTRYWIDE HOME LOANS, INC." -Borrower

BY Nora Yoro
NORA YORO
ASST. SECRETARY