

matter. As used in this Security Instrument, RESPA refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

Transfer of Rights in the Property. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY [Type of Recording Jurisdiction] of Montgomery [Name of Recording Jurisdiction] Tracts Four (4), Five (5), Six (6) and Seven (7) of ALLENDALE, SECTION ONE (1), according to the Map or Plat thereof recorded in Volume 5, Page 547 of the Map Records of Montgomery County, Texas.

Parcel ID Number: 00.2140.01.00400 which currently has the address of 14385 STRAUSIE LN [Street] CONROE [City], Texas 77302 [Zip Code] ("Property Address"):

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 seised 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.

Uniform Covenants. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or



Book Type: PLAT

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Instrument Type: PLAT

Name Information

Plat Name:

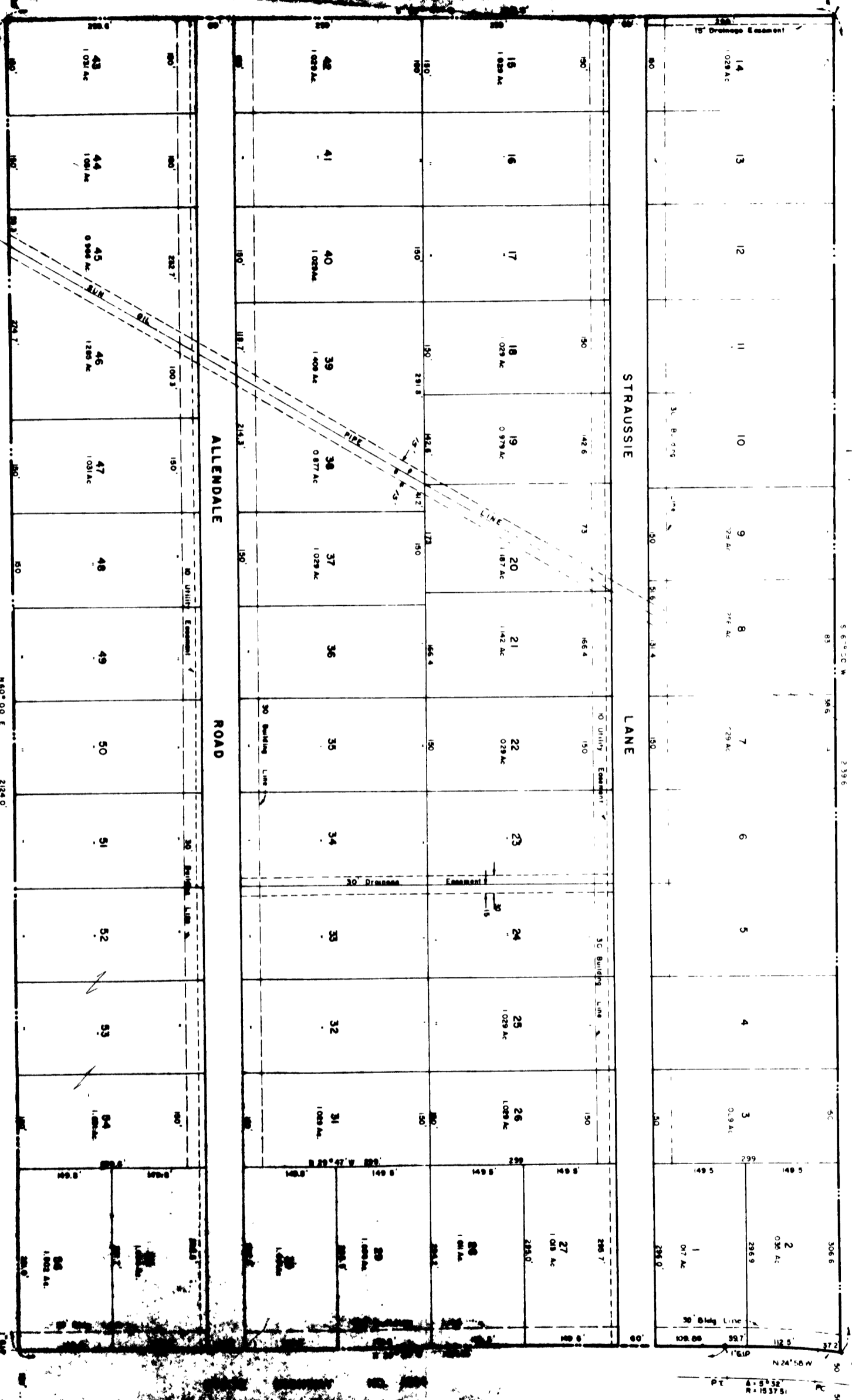
ALLENDALE

Legal Description

S1 R G HAMLET A258

Comments: RECORDED SUB / NO REPLAT

One Inch = 100 Feet
 Date of Survey: 10/15/00
 Surveyed by: [Name]
 [Additional text]



Engineer, since Registration #1009

STATE OF TEXAS :
COUNTY OF MONTGOMERY:

I, Allan C. Hutcherson, owner of the property subdivided in the above and foregoing map of Atlanta, Section I, do hereby make subdivision of said property, containing the streets, alleys, parks, building lines, and easements, therein shown, and do hereby make subdivision of said property, Section I, in the R.G. Hornet Survey, Montgomery County, Texas, and do hereby make subdivision of said property, the streets, alleys, parks, and easements shown thereon hereafter, and do hereby make subdivision of said property for damage occasioned by the establishing of grades as approved for the same, and do hereby make subdivision of said property or occasioned by the alteration of the surface of any portion of the same, and do hereby make subdivision of said property such to such grades; and do hereby bind myself, my heirs and assigns to observe and fulfill the terms of this land as dedicated.

There is also dedicated for utilities an unobstructed aerial easement, to be used for electric lines, a plane twenty (20) feet above the ground upward located and shown on the above and foregoing map.

Further, all of the property in the above and foregoing map shall be subject to all the restrictions shall run with the title of this property as provided in the plat of the same, in the County of Montgomery County, by the Montgomery County or any of its successors, in the future.

1. The drainage of septic tanks into road, street, alley or other public places, either directly or indirectly is strictly prohibited.

Witness my hand in Conroe, Montgomery County, Texas, this 17th day of July 1963.

Allan C. Hutcherson

Approved by the Commissioner's Court of Montgomery County, Texas, this 17th day of July 1963.

J. J. Hooce
Commissioner Prec. #1

H. D. Allen
Commissioner Prec. #2

W. D. Smith
Commissioner Prec. #3

L. D. [unclear]
Commissioner Prec. #4

STATE OF TEXAS :
COUNTY OF HARRIS :

Before me, the undersigned authority, on this day personally appeared Allan C. Hutcherson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office, this 17 day of July 1963.

James A. [unclear]
Notary Public

in and for Harris County, Texas

I, *J. R. Woodfill*, Engineer of Montgomery County, Texas, do hereby certify that the plat of this subdivision complies with all existing relevant regulations of this office as adopted by Commissioners Court

7-18-63
J. R. Woodfill
Inspector for Comm. Court



STATE OF TEXAS
COUNTY OF MONTGOMERY

I, *W. T. Hopper*, Clerk of the County Court of Montgomery County, Texas, do hereby certify that the within instrument, with its certificate of authentication was filed for registration in my office on *JULY 26*, 1963, at *11:50* o'clock *A*.M., and duly recorded on *8-1*, 1963, at *5:00* o'clock *P*.M. in Vol. *5*, Page *54* of record of *MAP* for said county

Witness my hand and seal of office at Conroe, this day and date last above written

W. T. Hopper
Clerk County Court, Montgomery County