

RECEIVED JUN 22 2000

FIRST AMENDMENT TO ENABLING  
DECLARATION OF A CONDOMINIUM  
REGIME FOR 4208 BOWSER

990638

05/11/00 2119325 \$63.00  
Deed

THE STATE OF TEXAS           §  
  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF DALLAS           §

This First Amendment ("First Amendment") to Enabling Declaration of a Condominium Regime for 4208 BOWSER ("Declaration") is made effective on the date of filing hereof in the Real Property Records of Dallas County, Texas. This Declaration was originally filed on June 14, 1978, and recorded in Volume 78117, Page 0033, of the Real Property Records of Dallas County, Texas.

RECITALS

A. The Declaration as originally filed was not drafted with the intention of complying with the provisions and requirements of HUD, the Veterans Administration, Federal National Mortgage Association, or Federal Home Loan Mortgage Association.

B. The Unit Owners and the Mortgagees of Units encumbered by the Declaration unanimously desire that the Declaration comply with the provisions and requirement of HUD, the Veterans Administration, Federal National Mortgage Association, and Federal Home Loan Mortgage Association.

C. Section 11, Paragraph (8) of the Declaration requires that any amendment to the Declaration must have the approval of "all of the owners of the apartment space in the condominium project and all of the mortgagees or beneficiaries of mortgages or deeds of trust covering the apartment units".

D. The requisite consents of owners and mortgagees has been obtained and their consent is evidenced by the executions below of all unit owners and all mortgagees.

AMENDMENTS

A. Section 11, Paragraph (8) is hereby deleted in its entirety and the following is substituted in its place:

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(8) PROTECTION OF MORTGAGEE

(a) NOTICE TO COUNCIL OF CO-OWNERS. An Owner who mortgages his Unit shall notify the Council of Co-Owners, giving the name and address of his Mortgagee. Each Mortgagee shall be permitted to notify the Council of Co-Owners of the fact that such Mortgagee holds a deed of trust or mortgage on a Condominium Unit. The Board shall maintain such information in a book entitled "Mortgagees of Condominium Units".

(b) NOTICE OF DEFAULT; LAPSE IN INSURANCE. The Council of Co-Owners shall notify a First Mortgagee in writing, upon written request of such Mortgagee identifying the name and address of the Mortgagee and the Unit number, of any default by the Mortgagor in the performance of such Mortgagor's obligations, as set forth in this Declaration, which is not cured within sixty (60) days. The Council of Co-Owners, upon written request, shall notify a First Mortgagee of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Council of Co-Owners.

(c) EXAMINATION OF BOOKS. The Council of Co-Owners shall permit First Mortgagees, the Veterans Administration and the Federal Housing Administration to examine the books and records of the Council of Co-Owners upon request.

(d) RESERVE AND WORKING CAPITAL FUNDS. The Council of Co-Owners shall establish an adequate reserve fund for replacement of Common Element components and fund the same by regular monthly payments rather than by extraordinary special assessments.

(e) ANNUAL FINANCIAL STATEMENTS. Upon written request the Council of Co-Owners shall furnish each First Mortgagee an annual financial statement of the Council of Co-Owners within ninety (90) days following the end of each fiscal year of the Council of Co-Owners.

(f) NOTICE OF MEETINGS. The Council of Co-Owners shall furnish each First Mortgagee upon request of such Mortgagee, prior written notice of all meetings of the Council of Co-Owners and permit the designation of a representative of such Mortgagee to attend such meetings, one (1) such request to be deemed to be a request for prior written notice of all subsequent meetings of the Council of Co-Owners.

(g) NOTICE OF DAMAGE OR DESTRUCTION. The Council of Co-Owners shall furnish the First Mortgagees timely written notice of any substantial damage or partial destruction of any Unit on which the First Mortgagee holds the mortgage if such loss

exceeds One Thousand Dollars (\$1,000.00) and of any part of the Common Elements if such loss exceeds Ten Thousand Dollars (\$10,000.00).

(h) MANAGEMENT AGREEMENTS. In the event the Council of Co-Owners enters into a management agreement, each management agreement entered into will be terminable by the Council of Co-Owners without cause and without payment of a termination fee upon ninety (90) days' written notice or with cause upon thirty (30) days' written notice, and the term of such management agreement will not exceed the period of three (3) years, renewable by agreement of the parties to such agreement for successive one (1)-year periods.

(i) TAXES, ASSESSMENTS AND CHARGES. All taxes, assessments and charges which may become liens prior to the First Mortgage under local law shall relate only to the individual Condominium Units and not to the Condominium Project as a whole.

(j) AMENDMENTS TO DECLARATION; APPROVAL OF OWNERS AND MORTGAGEES.

(i) The consent of the Owners of Units to which at least sixty-seven percent (67%) of the votes in the Council of Co-Owners are allocated and the approval of First Mortgagees holding mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages shall be required to add or amend any provisions to this Declaration including those provisions which provide for, govern or regulate any of the following:

- [a] Voting;
- [b] Assessments, assessment liens or subordination of such liens;
- [c] Reserves for maintenance, repair and replacement of the Common Elements;
- [d] Insurance or fidelity bonds;
- [e] Rights to use of the Common Elements;
- [f] Responsibility for maintenance and repair of the Units and Common Elements;
- [g] Expansion of the Project;
- [h] Boundaries of any Unit;

[i] Convertibility of Units into Common Elements, or Common Elements into Units;

[j] Leasing of Units;

[k] Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his Unit;

[l] A decision by the Council of Co-Owners to establish self management when professional management had been required previously by an eligible mortgage holder;

[m] Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents;

[n] Any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or

[o] Any provisions which are for the express benefit of first mortgage holders, insurers, or guarantors of first mortgages.

(ii) The consent of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Council of Co-Owners are allocated and the approval of First Mortgagees holding mortgages on Units which have at least sixty-seven percent (67%) of the votes of Units subject to Mortgages, shall be required to:

[a] partition or subdivide any Unit. In addition to the approval of the Owner, the approval of any mortgage holder, if any, must be obtained;

[b] by act or omission, seek to abandon, partition, subdivide, encumber, or transfer the Common Elements, other than the granting of easements for public utilities or other public uses; or

[c] use hazard insurance proceeds for losses to any condominium property for other than the repair, replacement or reconstruction of such property, except as provided by statute in the case of substantial loss.

(iii) The consent of Owners of Units to which at least one hundred percent (100%) of the votes of the Council of Co-Owners are allocated and the approval of First Mortgagees holding mortgages on Units which have at least sixty-seven percent (67%) of the votes of Units subject to mortgages shall be required to

terminate or abandon the condominium status of the Project by act or omission, except where a different percentage is mandated by statute or in the event of a termination due to destruction or condemnation.

(iv) Any amendment which would change the percentage or fraction of interest of the Unit Owners in the Common Elements will require the consent of Owners of sixty-seven percent (67%) of the votes allocated in the Council of Co-Owners and the approval of First Mortgagees holding mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages, provided that the change of percentage or fraction of ownership must have the approval of each Unit Owner affected by said amendment.

(v) Any amendment to the Declaration must be approved by the requisite percentages of ownership interest at a meeting called by the Council of Co-Owners, or by obtaining the signatures of the Owners who hold the requisite percentage ownerships.

(vi) No amendment to the Declaration may alter or destroy a Unit or a Limited Common Element without the consent of the Owners affected and the Owners' First Mortgagees.

(vii) Any First Mortgagee who receives a written request to approve additions or amendments to the Declaration or other constituent documents, and who does not deliver or post to the requesting party a negative response within thirty (30) days, shall be deemed to have approved such request. The Council of Co-Owners shall give timely written notice to all First Mortgagees of any proposed action which would require the consent of a specified percentage of First Mortgagees.

(viii) Unless otherwise provided in this First Amendment, any of the provisions herein may be amended by the consent of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Council of Co-Owners are allocated, provided that:

[a] No action to challenge the validity of an amendment adopted by the Council of Co-Owners under this section may be brought more than one (1) year after the amendment is recorded; and

[b] To be effective, each amendment to the Declaration must be in writing, signed and acknowledged by the requisite number of Unit Owners, indicating the required approval of such Owners and/or Mortgagees. Any such instrument shall be duly recorded in the Real Estate Records of Dallas County, Texas.

B. Section 11, Paragraph (12) is hereby deleted in its entirety and the following is substituted in its place:

(12) LIENS.

(a) ASSESSMENT LIEN. Each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, covenants and agrees to pay to the Council of Co-Owners:

- (i) Annual Assessments,
- (ii) Special Assessments,
- (iii) Individual Assessments, and
- (iv) Deficiency Assessments.

All Assessments, together with interest, costs, and reasonable attorneys' fees for the collection thereof, shall be a charge on the Unit and shall be secured by a continuing lien upon the Unit against which such Assessment is made.

(b) PERSONAL OBLIGATION. All Owners shall be obligated to pay the Assessments, either estimated or actual, levied by the Board. Payments shall be made in full regardless of whether any Owner has any dispute with the Council of Co-Owners, another Owner, or any other person or entity regarding any matter to which the Declaration as amended pertains or relates. No Owner may exempt himself from his Assessment liability by waiver of the use or enjoyment of the Common Elements or by abandonment of his Unit. Payment of the Assessments shall be both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Unit. Each Owner, and each prospective Owner, is hereby placed on notice that such provision may operate to place upon him the responsibility for payment of Assessments attributable to a period prior to the date he purchased his Unit.

(c) PRIORITY OF ASSESSMENT LIEN. All Assessments, together with interest, costs, and reasonable attorneys' fees for the collection thereof, shall constitute a lien on such Unit superior to all other liens and encumbrances on such Unit, except only for:

(i) all taxes and special assessments levied by governmental and taxing authorities, and

(ii) any first mortgage evidenced by a duly recorded mortgage vendor's lien or deed of trust.

(d) NOTICE AND RELEASE OF LIEN. To evidence the Assessment lien the Council of Co-Owners may, but shall not be required to, prepare written notice setting forth:

(i) the amount of any unpaid indebtedness, including interest, late charges, costs, and reasonable attorneys' fees,

(ii) the name of the Owner of the Unit, and

(iii) a sufficient legal description of the Unit.

Such notice shall be signed and acknowledged by an officer of the Council of Co-Owners and may be recorded in the Real Estate Records of Dallas County, Texas. Such lien shall attach from the date such assessments were due and shall continue until fully paid or otherwise satisfied. Upon the timely curing of any default for which a notice of lien was filed by the Council of Co-Owners, the officers of the Council of Co-Owners are hereby authorized to record and appropriate release of such notice. The cost of preparing and recording such release shall be solely the defaulting Owner's expense as an Individual Assessment.

(e) POWER OF SALE. By accepting a deed to his Unit, whether or not it was so expressed in such deed or other conveyance, each Owner hereby expressly grants to the Council of Co-Owners a power of sale in connection with the Assessment lien as set forth in Section 51.002 of the Property Code of the State of Texas.

(f) FORECLOSURE OF LIEN. The Assessment lien may be enforced by foreclosure of the defaulting Owner's Unit by the Council of Co-Owners. Any such foreclosure sale is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust as set forth in said Section 51.002 or in any manner permitted by law. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorneys' fees. Upon acquisition of title to a Unit, the Owner hereby irrevocably appoints the Council of Co-Owners trustee coupled with an interest and with full authority to exercise the powers of sale described herein. The Owner shall also be required to pay the Council of Co-Owners a reasonable rental for the Unit during the period of foreclosure, and the Council of Co-Owners shall be entitled to a receiver to collect same. The Council of Co-Owners shall have the power to appoint a substitute trustee and to bid on the Unit at foreclosure sale and to acquire, hold, lease, mortgage, and convey same.

C. Section 11, Paragraph (17) is hereby deleted in its entirety and the following is substituted in its place:

(17) INSURANCE.

(a) The Council of Co-Owners shall obtain and maintain at all times insurance of the type and kind provided hereinafter, including such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to any condominium buildings, fixtures, equipment and personal property, similar in construction, design and use, issued by responsible insurance companies authorized to do business in the State of Texas. The insurance shall be carried in blanket policy form naming the Council of Co-Owners and all Mortgagees as the insured. In addition, each policy or policies shall identify the interest of each Condominium Unit Owner and shall provide for a standard, noncontributory mortgage clause in favor of each First Mortgagee and the Council of Co-Owners. Further, the policy shall insure against loss or damage by fire, vandalism, malicious mischief or such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and the Units, and against such other hazards and for such amounts as the Board may deem advisable. Each Owner irrevocably designates the Council of Co-Owners, as Attorney-In-Fact, to administer and distribute such proceeds as is elsewhere provided in this Declaration. Such insurance policy shall also provide that it cannot be canceled by either the insured or the insurance company until after thirty (30) days prior written notice to each First Mortgagee. The Board of Directors shall, upon request of any First Mortgagee, furnish a certified copy of each blanket policy and a separate certificate identifying the interest of the Mortgagee.

(b) The Council of Co-Owners shall keep a comprehensive policy or policies of public liability insurance covering the Common Elements of the Project with a contractual liability endorsement. Such policy or policies shall be in amounts of not less than One Hundred Thousand Dollars (\$100,000.00) per person, Three Hundred Thousand Dollars (\$300,000.00) per accident and Fifty Thousand Dollars (\$50,000.00) property damage, plus an umbrella policy for not less than One Million Dollars (\$1,000,000.00) for all claims for personal injury, including death, and/or property damage arising out of a single occurrence; and the policy shall include water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other coverage as is customarily deemed necessary with respect to projects similar in nature.

(c) The Council of Co-Owners is authorized to keep a policy or policies of:

(i) liability insurance insuring the Board of Directors, officers and employees of the Council of Co-Owners against any claims, losses, liabilities, damages or causes of action arising out of, or in connection with, or resulting from any act done or omission to act by any such person or entities;

(ii) workmen's compensation as required under the laws of the State of Texas; and

(iii) such other insurance as deemed reasonable and necessary in order to protect the Project, the Unit Owners and the Council of Co-Owners.

(d) The Council of Co-Owners shall be responsible for obtaining insurance upon the Units, including all fixtures, installations or additions thereto contained within the unfinished interior surfaces of the perimeter walls, floors and ceilings of such Unit, as initially installed or replacements thereof. The Council of Co-Owners shall not be responsible for procurement or maintenance of any insurance covering the liability of any Unit Owner not caused by or connected with the Council of Co-Owners' operation or maintenance of the Project. Each Unit Owner may obtain additional insurance at his own expense for his own benefit. Insurance coverage on the furnishings and other items of personal property belonging to a Unit Owner and casualty and public liability insurance coverage within each Unit are specifically made the responsibility of each Unit Owner, and each Unit Owner must furnish a copy of his insurance policy to the Council of Co-Owners.

D. Section 11, Paragraph (18) is hereby deleted in its entirety.

#### ADDITIONAL PROVISIONS

It is the intent of the Unit Owners and the respective Mortgagees that the constituent documents, including the Declaration and this First Amendment, be consistent with HUD policy requirements set forth in HUD Handbook 4265.1 CHG 4, Appendix 24, and that they do not conflict with the Hud condominium regulations set forth in Title 24, Code of Federal Regulations, Part 234. Any variance or conflict thereto that may be contained in the constituent documents, including the Declaration and this First Amendment will be construed and interpreted in favor of any such HUD requirements or regulations.

**RESOLVED**

Except as specifically amended hereby, the terms and provisions of the Declaration shall remain in full force and effect. For purposes of convenience in obtaining signatures, each Owner and each Mortgagee will execute separate signature pages.

NOW, IN WITNESS WHEREOF, the following set their hands on the dates respectively set out on each such signature page.





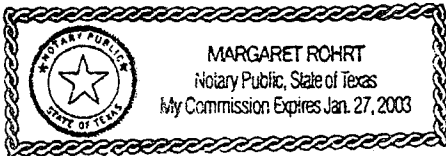
WITNESS MY HAND this 10 day of May, 2000.

*[Handwritten Signature]*  
Andy Williams  
Unit 103, (C)  
4208 Bowser

THE STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Andy Williams, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this 10 day of May, A.D., 2000.



*[Handwritten Signature]*  
Notary Public in and for  
The State of Texas

MARGARET ROHRT  
Notary's Name (typed or printed)

My Commission expires:

01/27/03

WITNESS MY HAND this 23rd day of July, 1999.

Eugene Alves  
Eugene Alves  
Unit 104, Building A  
4208 Bowser

THE STATE OF TEXAS §  
COUNTY OF DALLAS §

JUL 23 1999

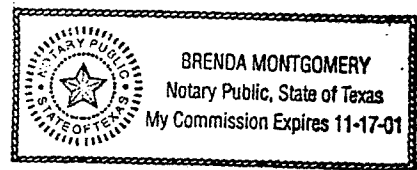
BEFORE ME, the undersigned authority, on this day personally appeared Eugene Alves, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this the 23 day of July, A.D., 1999.

Brenda Montgomery  
Notary Public in and for  
The State of Texas

Brenda Montgomery  
Notary's Name: Typed or Printed

My Commission Expires:  
11-17-01



2000093 02451

RECEIVED APR 27 1999

1999.

WITNESS MY HAND this 26 day of April <sup>TM</sup> ~~B~~

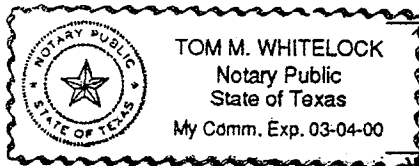
Carol Cotton

Carol Cotton  
Unit 105, Building A  
4208 Bowser

THE STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Carol Cotton, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this the 26 day of April, A.D., 1999.



Tom M. Whitelock

Notary Public in and for  
The State of Texas

TOM M. WHITELOCK

Notary's Name: Typed or Printed

My Commission Expires:

03-04-2000

WITNESS MY HAND this 25 day of June 1999.

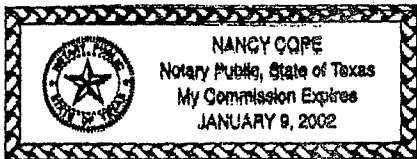
Cindy McCarty  
Cindy McCarty  
Unit 106, Building B  
4208 Bowser

no mortgage

THE STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Cindy McCarty, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this the 25<sup>th</sup> day of June, A.D., 1999.



Nancy Cope  
Notary Public in and for  
The State of Texas

Nancy Cope  
Notary's Name: Typed or Printed

My Commission Expires:  
1-9-2002

RECEIVED APR 12 1999

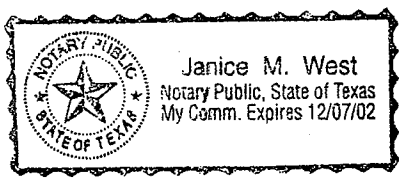
WITNESS MY HAND this 7th day of April, 1999.

Jerry Pyle  
Jerry Pyle  
Unit 107, Building B  
4208 Bowser

THE STATE OF TEXAS    S  
  S  
COUNTY OF DALLAS    S

BEFORE ME, the undersigned authority, on this day personally appeared Jerry Pyle, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this the 7th day of April, A.D., 1999.



Janice M. West  
Notary Public in and for  
The State of Texas

JANICE WEST  
Notary's Name: Typed or Printed

My Commission Expires:  
12-7-02

2000093 02454

RECEIVED APR 17 1999

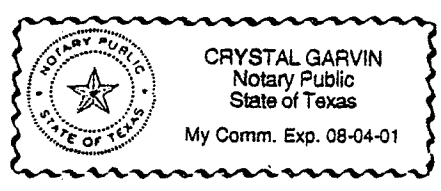
WITNESS MY HAND this 13 day of April 1999.

Lenox Jenkins  
Lenox Jenkins  
Unit 108, Building B  
4208 Bowser

THE STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Lenox Jenkins, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this the 13 day of April, A.D., 1999.



Crystal Garvin  
Notary Public in and for  
The State of Texas

Crystal Garvin  
Notary's Name: Typed or Printed

My Commission Expires:  
08/04/01

2000093 02455

WITNESS MY HAND this 5<sup>TH</sup> day of April,  
1999.

Raymond O'Meara

Raymond O'Meara  
Unit 109, Building B  
4208 Bowser

THE STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Raymond O'Meara, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

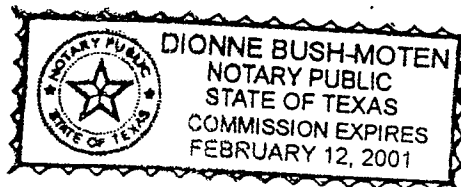
GIVEN UNDER MY HAND AND SEAL of office this the 5 day of April, A.D., 1999.

Dionne Bush-Moten  
Notary Public in and for  
The State of Texas

Dionne Bush-moten  
Notary's Name: Typed or Printed

My Commission Expires:

02/2001



RECEIVED APR 13 1999

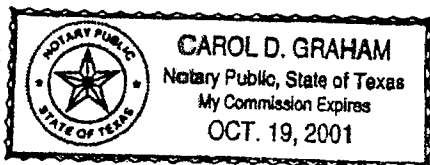
WITNESS MY HAND this 8 day of April, 1999.

Troy Hodges  
Troy Hodges  
Unit 110, Building B  
4208 Bowser

THE STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Troy Hodges, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this the 8<sup>th</sup> day of April, A.D., 1999.



Carol D. Graham  
Notary Public in and for  
The State of Texas

CAROL D. GRAHAM  
Notary's Name: Typed or Printed

My Commission Expires:  
10-19-01

RECEIVED JUN 29 1999

WITNESS MY HAND this 23 day of June 1999.

Standard Federal Bank  
1st Mortgagee of Unit #101, Building A  
4208 Bowser  
Loan # 604648172

By: Raymond R. Stacer  
Raymond R. Stacer, Vice President

Michigan  
THE STATE OF TEXAS §  
Oakland §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Raymond R. Stacer, Vice President, of Standard Federal Bank, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this the 23 day of June, A.D., 1999.

Frances M. Bardelline  
Notary Public in and for  
The State of ~~TEXAS~~ Michigan

My Commission Expires:

8-6-99

Notary's Name: Typed or Printed  
Frances M Bardelline  
Macomb County, acting in Oakland

WITNESS MY HAND this 6<sup>TH</sup> day of July 1999.

BANK OF AMERICA FSB  
1<sup>st</sup> Mortgagee of Unit #102, Building A  
4208 Bowser  
Loan # 006680693-3

By: 

Ln# 6680693-3

State of California

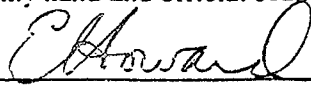
County of Orange

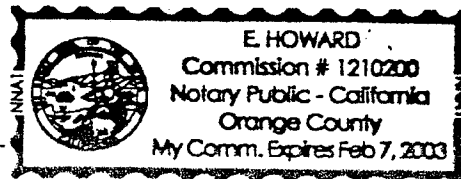
On JULY 6, 1999 before me, E. HOWARD, a Notary Public.

in and for Orange, California, said County and State, personally  
appeared E. DERSTEPANIAN ASSISTANT VICE PRESIDENT,

personally known to me (or proven 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.

Signature   
Notary Public in and for said County and State



WITNESS MY HAND

10 day of MAY

BANK ONE, NATIONAL ASSOCIATION, TRUSTEE, BY  
Homecoming Financial Network, LENDER'S  
1st Mortgagee of Unit #103 (C) AUTHORITY  
#001 30 000  
Andy Williams  
Loan #0411757577  
SERVICING

*[Signature]*  
DARRELL F. WENNINGER,  
VICE PRESIDENT

BY STATE OF TEXAS

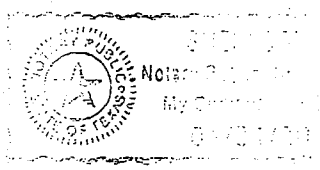
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared DARRELL F. WENNINGER, 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 consideration therein expressed.

I, the undersigned, on this day personally appeared Darrell F. Wenninger, Vice President of Bank One, National Association, 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 consideration therein expressed and in the presence of me.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of MAY 2004

Notary Public in and for the State of Texas



*[Signature]*  
Notary Public in and for  
the State of Texas

Notary's Name: Typed or Printed

By Commission Expires



WITNESS MY HAND this 25 day of August, 1999.

National City Mortgage  
1st Mortgagee of Unit #107, Building B  
4208 Bowser  
Loan # 851566-6

Jersey Pyle  
By: [Signature]  
Vice President

OHIO  
THE STATE OF ~~TEXAS~~ S  
Montgomery S  
COUNTY OF ~~DALLAS~~ S

BEFORE ME, the undersigned authority, on this day personally appeared Patricia A. Maynard, Vice President of National City Mortgage, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this the 25th day of August, A.D., 1999.



**VANETTA GROOMS**  
Notary Public in and  
for the State of Ohio  
My Commission Expires Jan. 30, 2000

[Signature]  
Notary Public in and for  
The State of ~~Texas~~ Ohio

Vanetta Grooms  
Notary's Name: Typed or Printed

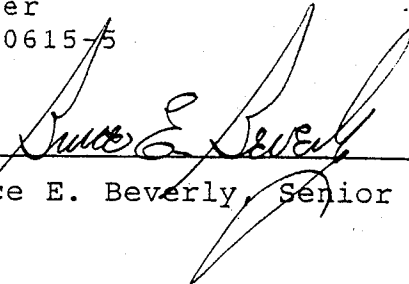
My Commission Expires:  
January 30, 2000

200093 02462

WITNESS MY HAND this 8th day of July  
1999.

Matrix Financial Services Company  
1st Mortgagee of Unit #108, Building B  
4208 Bowser  
Loan # 060615-5

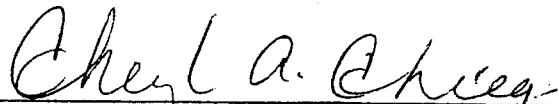
By:

  
\_\_\_\_\_  
Bruce E. Beverly, Senior Vice-President

ARIZONA  
THE STATE OF ~~TEXAS~~ S  
MARICOPA S  
COUNTY OF ~~DALLAS~~ S

BEFORE ME, the undersigned authority, on this day personally  
appeared Bruce E. Beverly, Senior Vice-  
President of Matrix Financial Services Company,  
known to me to be the person and officer whose name is subscribed  
to the foregoing instrument and acknowledged to me that he  
executed the same for the purposes and consideration therein  
expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this the 8th day of  
July, A.D., 1999.

  
\_\_\_\_\_  
Notary Public in and for  
The State of ~~Texas~~ Arizona

Cheryl Cheig

Notary's Name: Typed or Printed

My Commission Expires:

2/24/2003





WITNESS MY HAND this 31st day of August, 1999.

*[Faint stamp]*

AccuBank Mortgage Corp  
1st Mortgagee of Unit #110, Building B  
4208 Bowser  
Loan # 7227245  
TROY HODGES

By: Nancy K. Myerson

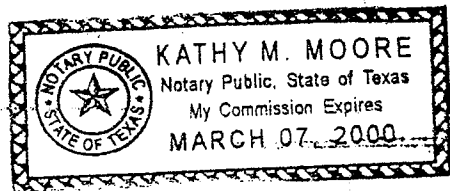
THE STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared NANCY MYERSON, VICE PRES. of AccuBank Mortgage Corp., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this the 31st day of AUGUST, A.D., 1999.

Kathy M. Moore  
Notary Public in and for  
The State of Texas  
KATHY M. MOORE  
Notary's Name: Typed or Printed

My Commission Expires:  
3-7-2000



*[Faint stamp]*