



201500306349

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AFTER RECORDING
RETURN TO:

SOURCE PROPERTIES, INC.
c/o Scott R. Meyer
Cowles & Thompson, P.C.
4965 Preston Park Blvd., Suite 320
Plano, TX 75093

UNRECORDED COPY

Space Above for Recorder's Use

AMENDMENT TO DEED OF TRUST

This Amendment to Deed of Trust ("**Amendment**") is entered into as of **June 30, 2015**, by and between Source Properties, Inc. ("**Lender**") and John Martinez ("**Borrower**" or "**Grantor**") with reference to the following facts:

A. WHEREAS, Lender is the current holder and owner of that certain loan made to Borrower on or about February 23, 2007 in the original principal amount of **Ninety Nine Thousand Six Hundred AND 00/100 DOLLARS (US \$99,600.00)** (the "**Loan**"), which Loan is evidenced by that certain Note ("**Note**") dated **February 23, 2007**, which Note is secured by that certain Purchase Money Deed of Trust dated **February 23, 2007**, and recorded on March 13, 2007 as Document No. 20070091295 of the Official Real Property Records, **Dallas County, Texas** (hereinafter the "**Deed of Trust**") executed by Grantor in favor of Lender and its successors and assigns, which Deed of Trust encumbers that certain property located in Dallas County, Texas located at **1210 Howard Lane, Garland, Texas 75044**, and more fully described in Exhibit "A" hereto (the "**Subject Property**"). The Note, Deed of Trust and all other documents executed in conjunction therewith are collectively referred to as the "Loan Documents". All capitalized terms used and not otherwise defined herein shall have the meaning set forth in the Loan Documents. This Agreement and all other documents executed by Borrower and/or Grantor in connection with this modification are part of the "Loan Documents".

B. WHEREAS, Borrower/Grantor and Lender desire to modify the Note, and have or will in connection herewith execute that certain Agreement to Modify Note and Deed of Trust of even date herewith ("**Modification Agreement**").

C. WHEREAS, Lender is willing to consent to the modifications set forth in the Modification Agreement subject to the conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing premises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

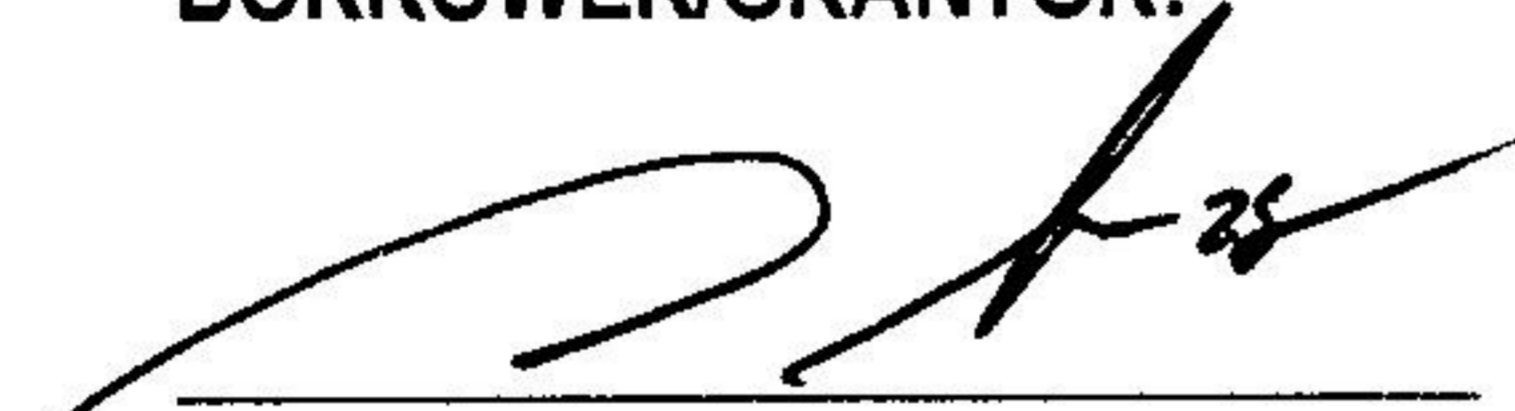
1. The interest rate and other terms of the Note are hereby amended as set forth in the Modification Agreement.
2. The Deed of Trust is hereby amended to provide that it secures the Note as amended, and to reflect the additional modifications as set forth in the Modification Agreement.

Loan No.: 1006217 – Property: 1210 Howard Lane, Garland, Texas 75044

3. This Amendment shall become effective only upon the satisfaction of each and all of the following:
- 3.1 The payment to Lender of the fees, costs and other sums described in the Modification Agreement, if any;
- 3.2 Satisfaction of all other terms set forth in the Modification Agreement and otherwise specified by Lender.
4. Except as amended herein, the Note, Deed of Trust and other Loan Documents shall remain unmodified and in full force and effect.
5. This Amendment shall be governed by the laws of the jurisdiction where the Subject Property is located. This Amendment may be executed in multiple counterparts. This Amendment may not be amended or modified except by a written instrument signed by Lender and Borrower. In the event of any legal action or arbitration between Lender and Borrower in connection with this Amendment, the Note, the Deed of Trust or other Loan Documents, including without limitation any action by Lender to foreclose or collect the indebtedness, then Lender shall be entitled to collect and recover its attorneys' fees and costs of litigation or arbitration. Lender's consent shall not be effective until this Amendment is executed and delivered by Lender and until all conditions precedent herein have been satisfied.

BORROWER/GRANTOR ACKNOWLEDGE(S) AND AGREE(S) THAT PURSUANT TO THE DEED OF TRUST IF BORROWER PLACES ANY OTHER LIEN OR ENCUMBRANCE ON THE SUBJECT PROPERTY WITHOUT THE PRIOR WRITTEN CONSENT OF LENDER, SUCH ACTION WILL CONSTITUTE AN EVENT OF DEFAULT UNDER THE NOTE, DEED OF TRUST AND OTHER LOAN DOCUMENTS.

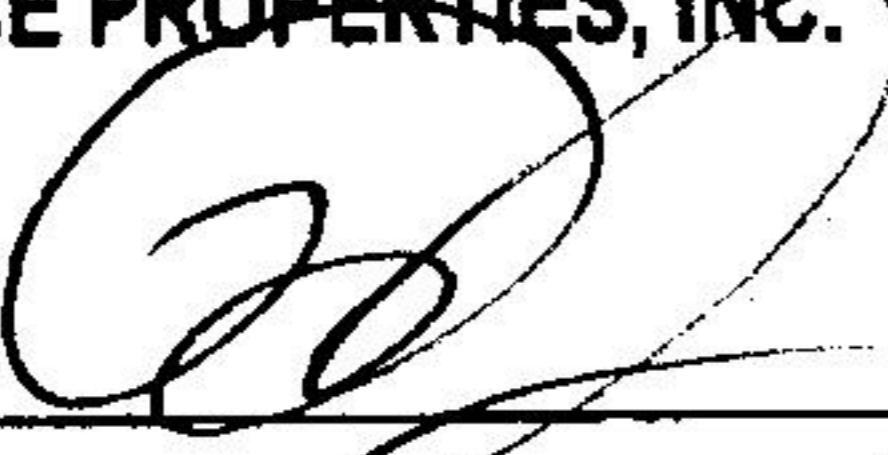
BORROWER/GRANTOR:


JOHN MARTINEZ

[Lender's signature on next page]

LENDER:

SOURCE PROPERTIES, INC.

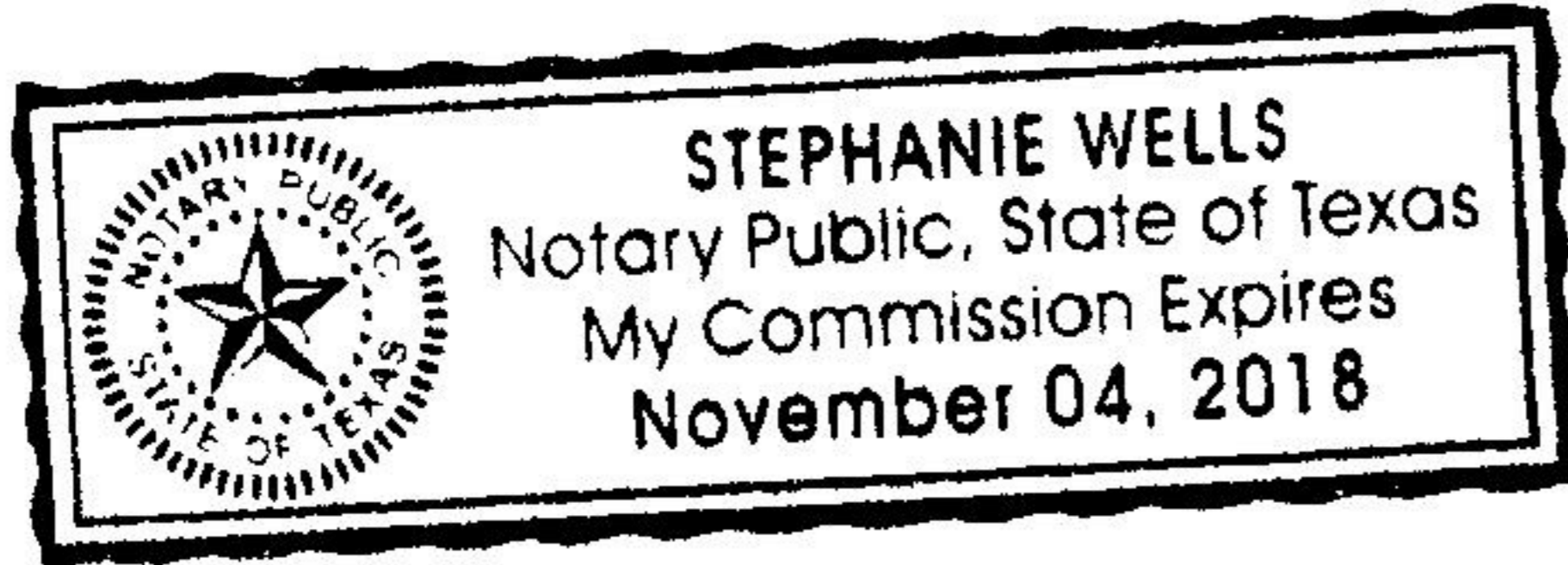
By: 
Name: Dennis Feltz
Title: President

Unofficial Copy

State of Texas) ss.

County of Collin)

This instrument was acknowledged before me on Aug 20, 2015 by **John Martinez**, individually, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his individual capacity and that by his signature on the instrument, he executed the instrument for the purposes contained therein.



Stephanie Wells
Notary Public in and for the State of Texas

Unofficial Copy

State of Colorado) ss.
County of Denver)

On Aug. 31st, 2015, before me, Nicole Naccarato, Notary Public, personally
appeared Demetrios Feltes.

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of Colorado that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Nicole Naccarato

Signature of Notary Public

Place Notary Seal Above

UNOFFICIAL COPY

NICOLE NACCARATO NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20074017960 MY COMMISSION EXPIRES MAY 7, 2019
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EXHIBIT "A"
DESCRIPTION OF THE LAND

THE SUBJECT PROPERTY REFERRED TO HEREIN IS SITUATED IN DALLAS COUNTY, STATE OF TEXAS, AND IS DESCRIBED AS FOLLOWS:

"LOT 3, BLOCK 10, PROVENCE AT FIREWHEEL, PHASE ONE, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 2005131, PAGE 30, PLAT RECORDS, DALLAS COUNTY, TEXAS."

Unofficial Copy

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
11/17/2015 02:27:31 PM
\$46.00



A handwritten signature in black ink, appearing to be "JFW".

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