

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Community & Human Development

AGENDA DATE: January 15, 2008

CONTACT PERSON/PHONE: William Lilly, 541-4643

DISTRICT(S) AFFECTED: District No. 2

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

That the City Manager be authorized to sign a Reaffirmation Agreement between the City of El Paso and Daniel Diaz and Maria Del Carmen Diaz, which reaffirms the Rehabilitation loan to the City for the improvements to the property located at 9012 Mt. Olympus, El Paso, Texas.

BACKGROUND / DISCUSSION:

In May 2003 Daniel Diaz and Maria Del Carmen Diaz received a \$55,600 loan/secured grant from the City's HUD-funded Housing Rehabilitation Program to rehabilitate their home at 9012 Mt. Olympus. Mr. and Mrs. Diaz filed for Chapter 7 bankruptcy on 11/9/07 and included the City's loan in the schedule of debts. Through their legal counsel, Mr. and Mrs. Diaz are requesting that the City enter into reaffirmation agreement with them in which they reaffirm the outstanding debt (including fees and costs) and agree to continue repayment under the terms of the loan note. The loan note(s) are secured by a Builder's Mechanic Lien Contract and Deed of Trust in favor of the City.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

On 9/4/07, Council authorized the City Manager to sign a similar Chapter 13 reaffirmation agreement between the City and the borrower/debtor in bankruptcy.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A.

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

N/A

CITY CLERK DEPT.
08 JAN -7 11:18

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____

FINANCE: (if required) _____

DEPARTMENT HEAD: _____

(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA: _____

CITY MANAGER: _____

DATE: _____

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Reaffirmation Agreement between the City of El Paso and Daniel Diaz and Maria del Carmen Diaz, which reaffirms the Rehabilitation loan to the City for the improvements to property located at 9012 Mt. Olympus, El Paso, Texas (District No. 2).

ADOPTED this _____ day of **January, 2008**.

THE CITY OF EL PASO

ATTEST:

John F. Cook
Mayor

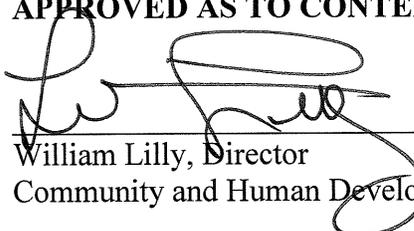
Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:



Marie A. Taylor
Assistant City Attorney

APPROVED AS TO CONTENT:



William Lilly, Director
Community and Human Development

CITY CLERK DEPT.
06 JAN -7 AM 11:18

Form 240 A - Reaffirmation Agreement (01/2007)

<input checked="" type="checkbox"/> Presumption of Undue Hardship <input type="checkbox"/> No Presumption of Undue Hardship (Check box as directed in Part D: Debtor's Statement in Support of Reaffirmation Agreement.)
--

UNITED STATES BANKRUPTCY COURT

For the Western District of Texas, El Paso Div.

In re Daniel Diaz and Maria Del Carmen Diaz
Debtor

Case No. _____
Chapter 7

REAFFIRMATION AGREEMENT

[Indicate all documents included in this filing by checking each applicable box.]

- | | |
|---|---|
| <input checked="" type="checkbox"/> Part A: Disclosures, Instructions, and Notice to Debtor (Pages 1 - 5) | <i>[File Part E only if debtor was not represented by an attorney during the course of negotiating this agreement.]</i> |
| <input checked="" type="checkbox"/> Part B: Reaffirmation Agreement | |
| <input checked="" type="checkbox"/> Part C: Certification by Debtor's Attorney | <input type="checkbox"/> Part E: Motion for Court Approval |
| <input checked="" type="checkbox"/> Part D: Debtor's Statement in Support of Reaffirmation Agreement | <input type="checkbox"/> Proposed Order Approving Reaffirmation |

Name of Creditor: City of El Paso

[Check this box if] Creditor is a Credit Union as defined in §19(b)(1)(a)(iv) of the Federal Reserve Act

PART A: DISCLOSURE STATEMENT, INSTRUCTIONS AND NOTICE TO DEBTOR

1. DISCLOSURE STATEMENT

Before Agreeing to Reaffirm a Debt, Review These Important Disclosures:

SUMMARY OF REAFFIRMATION AGREEMENT

This Summary is made pursuant to the requirements of the Bankruptcy Code.

AMOUNT REAFFIRMED

The amount of debt you have agreed to reaffirm: \$ 46,258.75

The amount of debt you have agreed to reaffirm includes all fees and costs (if any) that have accrued as of the date of this disclosure. Your credit agreement may obligate you to pay additional amounts which may come due after the date of this disclosure. Consult your credit agreement.

CITY CLERK DEPT.
08 JAN -7 AM 11:18

ANNUAL PERCENTAGE RATE

[The annual percentage rate can be disclosed in different ways, depending on the type of debt.]

a. If the debt is an extension of "credit" under an "open end credit plan," as those terms are defined in § 103 of the Truth in Lending Act, such as a credit card, the creditor may disclose the annual percentage rate shown in (i) below or, to the extent this rate is not readily available or not applicable, the simple interest rate shown in (ii) below, or both.

(i) The Annual Percentage Rate disclosed, or that would have been disclosed, to the debtor in the most recent periodic statement prior to entering into the reaffirmation agreement described in Part B below or, if no such periodic statement was given to the debtor during the prior six months, the annual percentage rate as it would have been so disclosed at the time of the disclosure statement: _____%.

--- And/Or ---

(ii) The simple interest rate applicable to the amount reaffirmed as of the date this disclosure statement is given to the debtor: _____%. If different simple interest rates apply to different balances included in the amount reaffirmed, the amount of each balance and the rate applicable to it are:

\$ _____ @ _____ %;
\$ _____ @ _____ %;
\$ _____ @ _____ %.

b. If the debt is an extension of credit other than under than an open end credit plan, the creditor may disclose the annual percentage rate shown in (i) below, or, to the extent this rate is not readily available or not applicable, the simple interest rate shown in (ii) below, or both.

(i) The Annual Percentage Rate under §128(a)(4) of the Truth in Lending Act, as disclosed to the debtor in the most recent disclosure statement given to the debtor prior to entering into the reaffirmation agreement with respect to the debt or, if no such disclosure statement was given to the debtor, the annual percentage rate as it would have been so disclosed: _____%.

--- And/Or ---

(ii) The simple interest rate applicable to the amount reaffirmed as of the date this disclosure statement is given to the debtor: 2.00%. If different simple interest rates apply to different balances included in the amount reaffirmed,

CITY CLERK DEPT.
08 JAN -7 AM 11:18

Form 240 A - Reaffirmation Agreement (Cont.)

the amount of each balance and the rate applicable to it are:

\$ _____ @ _____ %;
\$ _____ @ _____ %;
\$ _____ @ _____ %.

c. If the underlying debt transaction was disclosed as a variable rate transaction on the most recent disclosure given under the Truth in Lending Act:

The interest rate on your loan may be a variable interest rate which changes from time to time, so that the annual percentage rate disclosed here may be higher or lower.

d. If the reaffirmed debt is secured by a security interest or lien, which has not been waived or determined to be void by a final order of the court, the following items or types of items of the debtor's goods or property remain subject to such security interest or lien in connection with the debt or debts being reaffirmed in the reaffirmation agreement described in Part B.

<u>Item or Type of Item</u>	<u>Original Purchase Price or Original Amount of Loan</u>
9012 Mt. Olympus, El Paso, TX, Deed of Trust File #20030047495 El Paso County	\$55,600.00

Optional---At the election of the creditor, a repayment schedule using one or a combination of the following may be provided:

Repayment Schedule:

Your first payment in the amount of \$ _____ is due on _____ (date), but the future payment amount may be different. Consult your reaffirmation agreement or credit agreement, as applicable.

---Or---

Your payment schedule will be: _____ (number) payments in the amount of \$ _____ each, payable (monthly, annually, weekly, etc.) on the _____ (day) of each _____ (week, month, etc.), unless altered later by mutual agreement in writing.

---Or---

A reasonably specific description of the debtor's repayment obligations to the extent known by the creditor or creditor's representative.

CITY CLERK DEPT.
08 JAN -7 AM 11:18

2. INSTRUCTIONS AND NOTICE TO DEBTOR

Reaffirming a debt is a serious financial decision. The law requires you to take certain steps to make sure the decision is in your best interest. If these steps are not completed, the reaffirmation agreement is not effective, even though you have signed it.

1. Read the disclosures in this Part A carefully. Consider the decision to reaffirm carefully. Then, if you want to reaffirm, sign the reaffirmation agreement in Part B (or you may use a separate agreement you and your creditor agree on).

2. Complete and sign Part D and be sure you can afford to make the payments you are agreeing to make and have received a copy of the disclosure statement and a completed and signed reaffirmation agreement.

3. If you were represented by an attorney during the negotiation of your reaffirmation agreement, the attorney must have signed the certification in Part C.

4. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, you must have completed and signed Part E.

5. The original of this disclosure must be filed with the court by you or your creditor. If a separate reaffirmation agreement (other than the one in Part B) has been signed, it must be attached.

6. If the creditor is not a Credit Union and you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court unless the reaffirmation is presumed to be an undue hardship as explained in Part D. If the creditor is a Credit Union and you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court.

7. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, it will not be effective unless the court approves it. The court will notify you and the creditor of the hearing on your reaffirmation agreement. You must attend this hearing in bankruptcy court where the judge will review your reaffirmation agreement. The bankruptcy court must approve your reaffirmation agreement as consistent with your best interests, except that no court approval is required if your reaffirmation agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home.

YOUR RIGHT TO RESCIND (CANCEL) YOUR REAFFIRMATION AGREEMENT

You may rescind (cancel) your reaffirmation agreement at any time before the bankruptcy court enters a discharge order, or before the expiration of the 60-day period that begins on the date your reaffirmation agreement is filed with the court, whichever occurs later. To rescind (cancel) your reaffirmation agreement, you must notify the creditor that your reaffirmation agreement is rescinded (or canceled).

Frequently Asked Questions:

What are your obligations if you reaffirm the debt? A reaffirmed debt remains your personal legal obligation. It is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Otherwise, your obligations will be determined by the reaffirmation agreement which may have changed the terms of the original agreement. For example, if you are reaffirming an open end credit agreement, the creditor may be permitted by that agreement or applicable law to change the terms of that agreement in the future under certain conditions.

Are you required to enter into a reaffirmation agreement by any law? No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments you agree to make.

What if your creditor has a security interest or lien? Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage or security deed. Even if you do not reaffirm and your personal liability on the debt is discharged, because of the lien your creditor may still have the right to take the security property if you do not pay the debt or default on it. If the lien is on an item of personal property that is exempt under your State's law or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the security property, as agreed by the parties or determined by the court.

NOTE: When this disclosure refers to what a creditor "may" do, it does not use the word "may" to give the creditor specific permission. The word "may" is used to tell you what might occur if the law permits the creditor to take the action. If you have questions about your reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement reaffirming a debt. If you don't have an attorney helping you, the judge will explain the effect of your reaffirming a debt when the hearing on the reaffirmation agreement is held.

CITY CLERK DEPT.
08 JAN -7 AM 11:18

Form 240 A - Reaffirmation Agreement (Cont.)

6

PART B: REAFFIRMATION AGREEMENT.

I (we) agree to reaffirm the debts arising under the credit agreement described below.

1. Brief description of credit agreement:

Loan Note 5/2/03 in the amount of \$51,700.00, payable on the 1st day of each month in 360 installments, 1st payment of \$379.31 on 7/1/03 and continuing with monthly payments of \$191.09 for 359 months at 2% interest. \$3,900.00 Note forgiven if current on Loan Note.

2. Description of any changes to the credit agreement made as part of this reaffirmation agreement: None

SIGNATURE(S):

Borrower:

Daniel Diaz

(Print Name)

Daniel Diaz.

(Signature)

Date: 12-19-2007

Co-borrower, if also reaffirming these debts:

Maria Del Carmen Diaz

(Print Name)

Maria Diaz

(Signature)

Date: 12-19-07

Accepted by creditor:

City of El Paso

(Printed Name of Creditor)

2 Civic Center Plaza
El Paso, TX 79901

(Address of Creditor)

(Signature)

Joyce Wilson, City Manager

(Printed Name and Title of Individual Signing for Creditor)

Date of creditor acceptance:

APPROVED AS TO FORM:

Maria A. Taylor

Maria A. Taylor
Assistant City Attorney

APPROVED AS TO CONTENT:

William Lilly

William Lilly, Director
Community & Human Development Department

CITY CLERK DEPT.
08 JAN -7 AM 11:18

Form 240 A - Reaffirmation Agreement (Cont.)

7

PART C: CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY).

[To be filed only if the attorney represented the debtor in negotiating the reaffirmation agreement.]

I hereby certify that (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

[Check box, if applicable and the creditor is not a Credit Union.] A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Printed Name of Debtor's Attorney: Edgar Borrego

Signature of Debtor's Attorney: 

Date: 12-19-07

CITY CLERK DEPT.
08 JAN -7 AM 11:18

PART D: DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT

[Read and complete numbered paragraphs 1 and 2, OR, if the creditor is a Credit Union and the debtor is represented by an attorney, read the un-numbered paragraph below. Sign the appropriate signature line(s) and date your signature. If you complete paragraphs 1 and 2 and your income less monthly expenses does not leave enough to make the payments under this reaffirmation agreement, check the box at the top of page 1 indicating "Presumption of Undue Hardship." Otherwise, check the box at the top of page 1 indicating "No Presumption of Undue Hardship"]

1. I believe this reaffirmation agreement will not impose an undue hardship on my dependents or me. I can afford to make the payments on the reaffirmed debt because my monthly income (take home pay plus any other income received) is \$ 963⁰⁰ and my actual current monthly expenses including monthly payments on post-bankruptcy debt and other reaffirmation agreements total \$ 836, leaving \$ 127⁰⁰ to make the required payments on this reaffirmed debt. I understand that if my income less my monthly expenses does not leave enough to make the payments, this reaffirmation agreement is presumed to be an undue hardship on me and must be reviewed by the court. However, this presumption may be overcome if I explain to the satisfaction of the court how I can afford to make the payments here: Now receiving \$299⁰⁰ in Food stamps.

2. I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement.

Signed: Daniel Diaz
(Debtor)

Maria Diaz
(Joint Debtor, if any)

Date: 12-19-2009

— Or —

[If the creditor is a Credit Union and the debtor is represented by an attorney]

I believe this reaffirmation agreement is in my financial interest. I can afford to make the payments on the reaffirmed debt. I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement.

Signed: _____
(Debtor)

(Joint Debtor, if any)

Date: _____

CITY CLERK DEPT.
08 JAN -7 AM 11:18

LOAN NOTE

\$51,700.00 El Paso, Texas May 2, 2003

For value received, I, we, or either of us, as MAKERS, promise to pay to the order of THE CITY OF EL PASO, Payee, at its office in El Paso, El Paso County, Texas, the sum of Fifty One Thousand Seven Hundred and 00/100 Dollars (\$51,700.00), in legal and lawful money of the United States of America, with interest on each installment from date due until paid at the rate Two percent 2% per annum.

This note, together with all interest and charges hereon, shall be due and payable in consecutive monthly installments as follows, to wit:

The principal and interest on this note is payable on the first day of each month in 360 monthly installments, commencing with a payment of \$379.31 on July 1, 2003, and of \$191.09 (or more) payable on the first day of each month for the remaining 359 months, in lawful money of the United States at the principal office of THE CITY OF EL PASO, Two Civic Center Plaza, in El Paso, Texas, or at such other place as shall be designated by the City of El Paso.

If any installments herein provided for, either of principal or interest, is not paid at maturity, or if the owner or holder hereof deems payment hereof to be insecure, then such owner or holder may, at its or his option, declare the unpaid balance of the principal and accrued interest on this note at once mature and payable.

In the event that Maker receives a refund of unused contingency, credit for liquidated damages, or a refund or credit of any kind in connection with the Maker's rehabilitation contract, said amount shall be applied to the reduction of the unpaid principal balance of this Note, and shall serve to reduce the term of this note, accordingly. However, Maker shall be required to continue to make consecutive monthly installments on this Note as noted herein.

In the event that Maker fails to pay this note at its maturity, and the same is placed in the hands of an attorney for collection or collected through any of the courts, including bankruptcy proceedings, or if suit is

CITY CLERK DEPT.
08 JAN -7:40:11:18

brought on this note, the maker or makers hereof agree and promise to pay a reasonable attorney's fee for collection, which in no event shall be less than ten percent (10%) of the principal and interest then owing.

Each maker, surety and endorser of this note expressly waives all notices, demands for payment, presentations for payment, notices of intention to accelerate the maturity, protest and notice of protest, as to this note and as to each, every and all installments hereof, and each agrees that the time of payment hereof may be extended by the principals without further consent of any accommodation maker, endorser, guarantor or surety.

Any prepayment is to be applied toward the principal balance of the note and thereby reducing the term of the note accordingly. No penalty shall be charged for such prepayment.

If all or any portion of the fee title of the property secured under this note becomes transferred without the prior, written consent of the CITY OF EL PASO, Payee, or if the owner ceases living on the premises, THE CITY OF EL PASO, Payee, may, at its own option, declare all the balance of this note to be immediately due and payable. THE CITY OF EL PASO, Payee, may require an increase in the rate of interest on the note as a condition of giving its consent to assumption.

This note is secured by a Builder's and Mechanic's Lien Contract and Deed of Trust (With Power of Sale) of the same date on property located at 9012 Mt Olympus, El Paso, TX 79904 and reference is made to the Builder's and Mechanic's Lien Contract and Deed of Trust (With Power of Sale) for rights as to accelerate of the indebtedness evidenced by this note.

Daniel Diaz

Daniel M. Diaz

Maria del Carmen Diaz

Maria del Carmen Diaz

(Acknowledgements on following page)

08 JAN -7 AM 11:18

CITY CLERK DEPT

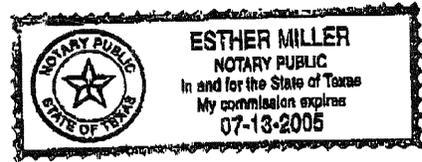
ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 2nd day
of May, 2003 by Daniel M. Diaz.

[Signature]

Notary Public, State of Texas
Notary's Name (printed):
Notary's Commission Expires:



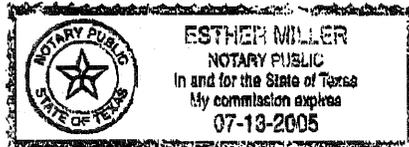
ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 2nd day
of May, 2003 by Maria del Carmen Diaz.

[Signature]

Notary Public, State of Texas
Notary's Name (printed):
Notary's Commission Expires:



CITY CLERK DEPT
08 JAN -7 AM 11:18

SECURED GRANT NOTE

\$3,900.00 El Paso, Texas May 2, 2003

For value received, I, we, or either of us, as MAKERS, promise to pay to the order of THE CITY OF EL PASO, Payee, at its office in El Paso, El Paso County, Texas, the sum of Three Thousand Nine Hundred and 00/100 Dollars (\$3,900.00), in legal and lawful money of the United States of America, without interest thereon.

The principal on this note is payable on the first day of each month in 360 monthly installments, commencing with a payment of \$12.03 on July 1, 2003, and of \$10.83 (or more) payable on the first day of each month for the remaining 359 months, in lawful money of the United States at the principal office of THE CITY OF EL PASO, Two Civic Center Plaza, in El Paso, Texas, or at such other places as shall be designated by the City of El Paso.

Each maker, surety and endorser of this note expressly waives all notices, demands for payment, presentations for payment, notices of intention to accelerate the maturity, protest and notice of protest, as to this note and as to each, every and all installments hereof, and each agrees that the time of payment hereof may be extended by the principals without further consent of any accommodation maker, endorser, guarantor or surety.

In the event this note is placed in the hands of an attorney for collection or collected through any of the courts, including bankruptcy proceedings, or suit is brought on this note, the maker(s) hereof agree and promise to pay a reasonable attorney's fee for collection.

If all or any portion of the fee title of the property secured under this note becomes transferred without the prior, written consent of the CITY OF EL PASO, or if the owner ceases living on the premises, THE CITY OF EL PASO, Payee, may, at its own option, declare all the balance of this note to be immediately due and payable. THE CITY OF EL PASO, Payee, may require an increase in the rate of interest on the note as a condition of giving its consent to assumption.

08 JAN -7 AM 11:18
CITY CLERK DEPT.

Provided that the maker of this grant note: (1) has remained current on the monthly payments due on his/her loan note of even date in the principal amount of \$51,700.00 in favor of THE CITY OF EL PASO, Payee (the "Loan Note") and is not in default under any of the obligations securing that Loan Note; (2) is not in default under any of the obligations securing this note; (3) and has not ceased living on the premises securing this note; then the obligations to make the monthly payments set forth in the second paragraph of this note shall be suspended and temporarily abated.

Provided that the maker of this grant note: (1) has remained current on the monthly payments due on the Loan Note and is not in default under any of the obligations securing that Loan Note; (2) is not in default under any of the obligations securing this note; (3) and has not ceased living on the premises securing this note; then one-twentieth (1/20) of the principal amount of this grant note shall be forgiven for each year that the maker of this note has met each of the above obligations.

This note is secured by a Builder's and Mechanic's Lien Contract and Deed of Trust (With Power of Sale) of the same date on property located at 9012 Mt Olympus, El Paso, TX 79904 and reference is made to the Builder's and Mechanic's Lien Contract and Deed of Trust (With Power of Sale) for rights as to acceleration of the indebtedness evidenced by this note.

Daniel Diaz 5-02-2003
Daniel M. Diaz

Maria del Carmen Diaz 05-02-2003
Maria del Carmen Diaz

(Acknowledgements on following page)

CITY CLERK DEPT.
08 JAN -7 4:11:18

ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 24th day
of May, 2003 by Daniel M. Diaz.

[Signature]
Notary Public, State of Texas
Notary's Name (printed):
Notary's Commission Expires:

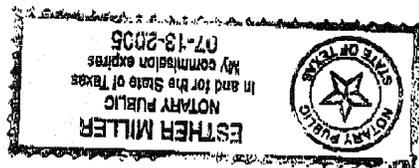
ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF EL PASO)



This instrument was acknowledged before me on the 24th day
of May, 2003 by Maria del Carmen Diaz.

[Signature]
Notary Public, State of Texas
Notary's Name (printed):
Notary's Commission Expires:



08 JAN -7 AM 11:18
CITY CLERK DEPT.

Account Status Information



CITY CLERK DEPT.
08 JAN -7 AM 11:18

LoanLink Main Menu > Account Status Information > Details
ACCOUNT STATUS INFORMATION

Project: 1106
Client Info

Account:
Borrower Info

Client : EL PASO
 Project : REHAB DEFAULT MANAGEMENT
 City : EL PASO
 State : TX Zip Code 79901-
 Tax ID :
 Main/Sub Account :
 Total Payment Amount :

First : DANIEL
 Middle : M.
 Last : CARMEN DIAZ
 Co-Borrower : MARIA CARMEN DIAZ
 Address :
 City : El Paso
 State : TX Zip Code
 Phone :
 Tax ID :
 Co-Borr.
 Tax ID :

Contract Fields

Date Opened	08/11/2003	Payment Amount	\$191.09	Loan Type	PRIN & INT
Original Balance	\$51,700.00	Escrow Amount	\$0.00	Print Coupon?	0
Interest Rate	2.00	Agency Fee	\$0.00	Coupons Printed?	
Int. Start Date	05/02/2003	Borrower Fee	\$0.00	Loan Note Date	05/02/2003
30 Day Int?	INT 365	Full Payment Amt.	\$191.09	ACH Partic.	N
Int. Only?	N	Payment Due Date	12/01/2007	Ins. Monitoring	N

CITY CLERK DEPT.

08 JAN -7 AM 11:19

Account Status Information

Length of Loan	360	Payment Freq.	MONTHLY	Tax Monitoring	N
Maturity Date	07/01/2033	Late Charge A/U	\$0.00		
Coll. Status	BKR07	Late Charge Days	0		

Property Information

Address :
 City :El Paso
 State : TX Zip Code :

Balance Information

Account Status	OPEN	Delinq. Status	1-29 Days	Number of Payments	0
Late Charge Balance	\$0.00	Date Last Payment	12/03/2007		
Reserve Balance	\$0.00	Principal Last Payment	\$91.09		
Escrow Balance	\$0.00	Interest Last Payment	\$0.00		
Trust Balance	\$91.09	Date Int. Paid to	10/22/2007		
Checking Balance	\$0.00	YTD Principal	\$1,350.40		
Unapplied Balance	\$0.00	YTD Interest	\$841.66		
Principal Balance	\$46,258.75	Reference	09914/4996		
Accrued Interest	\$0.00	First Payment Received	1/10/2005		
First Payment Due	07/01/2003				

None of the information on this report should be construed as loan payoff information.
 Please contact AmeriNational representatives for payoff information.
 Report prepared by AmeriNational Community Services.

Quality Through Innovation and Experience |



| © 2007 AmeriNational Community Services, Inc.



CITY CLERK DEPT.
08 JAN -7 AM 11:19

LoanLink Main Menu > Payment History With Memos > Details
PAYMENT HISTORY WITH MEMOS

Account Number

- SORT BY Date
- Code
- Memo
- Type
- Expiry
- Instructions

NAME : CARMEN DIAZ DANIEL
HOME PHONE :
TAX ID :
PRINCIPAL BALANCE : \$46,258.75
DATE OF LAST PAYMENT : 12/03/2007
DATE OF NEXT PAYMENT : 12/01/2007

MEMO NOTES

MEMO DATE	CODE	MEMO	EXPIRY	INSTRUCTIONS
5/2/2005	691	LOAN DATA FINALIZED		REPOSTING FORWARDED TO BRENDA 04/26/05. PAYMENT TO BE REVERSED AND REAPPLIED TO PRINC.BAL. OF \$51001.77. INT. PAID TO DATE OF 12/17/03, DUE DATE OF 01/04. UPON COMPLETION ACCT S/BE DUE FOR 02/2005 02
2/24/2006	238	PINK LATE NOTICE - 60 DAY		PINK LATE NOTICE FOR 2 PAYMENTS DUE PRINTED...
4/3/2006	239	PINK LATE NOTICE - 90 DAY		PINK LATE NOTICE FOR 3 PAYMENTS DUE PRINTED...
9/22/2006	239	PINK LATE NOTICE - 90 DAY		PINK LATE NOTICE FOR 3 PAYMENTS DUE PRINTED...
12/8/2006	239	PINK LATE NOTICE - 90 DAY		PINK LATE NOTICE FOR 3 PAYMENTS DUE PRINTED...
1/18/2007	251	DFU SERVICE STARTED	2/1/2007	PHASE 3
1/25/2007	234	30 DAY LATE LETTER		1/22/07 FOR AMOUNT PAST DUE OF \$382.18
2/23/2007	234	30 DAY LATE LETTER		2/20/07 FOR AMOUNT PAST DUE OF \$382.18
2/27/2007	001	BORROWER INCOMING CALL		BR CALLED DISPUTING LATE LETTER REC'D/REV'D AHL AND FOUND THAT BR REMITTED \$573.27 ON CK #1696 WHICH REPRESENTED 3 PAYMNTS BUT PAYMNT WAS POSTED AS 2 PAYMNTS/FORWARDED REVERSAL REQUEST TO BRENDA TO HAVE PAYMNTS REVERSED AND REPOSTED AS 3 PAYMNTS/UPON COMPLETION ACCT SHOULD BE DUE FOR 3/07/CONTACTED BR AND LEFT VOICE MAIL MESSAGE ADVISING THAT ACCT HAS BEEN CORRECTED AND HER ACCOUNT IS CURRENT AND DUE FOR 3/07
5/25/2007	233	15 DAY LATE LETTER		5/21/07 FOR \$191.09
6/20/2007	233	15 DAY LATE LETTER		15 DAY LATE LETTER PRINTED...
7/17/2007	233	15 DAY LATE LETTER		15 DAY LATE LETTER PRINTED...

8/20/2007 233 15 DAY LATE LETTER
 9/14/2007 214 PAYMENT REMITTED
 11/28/2007 237 PINK LATE NOTICE - 30 DAY
 12/4/2007 214 PAYMENT REMITTED

15 DAY LATE LETTER PRINTED...
 \$190.09 PULLED FROM UA AND POSTED AS 9/07 AND 10/07 PAYMNTS/ACCT NOW DUE FOR 11/07
 PINK LATE NOTICE FOR 1 PAYMENT DUE PRINTED ...
 RECD NOTICE OF BK CHPTR 7 FILING ON 11/9/07 - CASE #07-31418 - LMC -- ATTRNY FOR DEBTOR : EDGAR J BORREGO, 2610 MONTANA AVE, EL PASO TX 79903 --- TRUSTEE : HARREL L DAVIS III, P O BOX, EL PASO TX 79947-1322 --- MEETING OF CREDITORS -- 12/19/07 AT 10AM

CURRENT YEAR HISTORY

POST DATE	DATE DUE	AMOUNT	ITEM REF#	INTEREST PAID	PRINCIPAL PAID	LATE CHARGE	OTHER PAID	PRINCIPAL BALANCE	DESCRIPTION
	12/6/2007	\$49,347.60	BALANCE	\$0.00	\$49,347.60	\$0.00	\$0.00	\$49,347.60	12/6/2007 9:15:23 AMBALANCEA
8/22/2005	5/1/2005	\$382.18	08/19/05 1	\$283.89	\$0.00	\$0.00	\$0.00	\$49,347.60	5/1/2005REG_TRANSA
11/9/2005	6/1/2005	\$382.18	10/03/05-1	\$213.60	\$0.00	\$0.00	\$0.00	\$49,347.60	6/1/2005REG_TRANSA
12/7/2005	7/1/2005	\$191.09	1552	\$75.71	\$115.38	\$0.00	\$0.00	\$49,232.22	7/1/2005REG_TRANSA
12/7/2005	8/1/2005	\$191.09	1552	\$0.00	\$191.09	\$0.00	\$0.00	\$49,041.13	8/1/2005REG_TRANSA
12/7/2005	9/1/2005	\$0.00	1552	\$0.00	\$191.09	\$0.00	\$0.00	\$48,850.04	9/1/2005REG_TRANSA
12/22/2005	10/1/2005	\$191.09	100305-158	\$40.15	\$150.94	\$0.00	\$0.00	\$48,699.10	10/1/2005REG_TRANSA
12/22/2005	11/1/2005	\$191.09	100305-158	\$0.00	\$191.09	\$0.00	\$0.00	\$48,508.01	11/1/2005REG_TRANSA
12/22/2005	12/1/2005	\$0.00	100305-158	\$0.00	\$75.78	\$0.00	\$0.00	\$48,432.23	12/1/2005REG_TRANSA
1/26/2006	1/1/2006	\$191.09	1532	\$92.88	\$98.21	\$0.00	\$0.00	\$48,334.02	1/1/2006REG_TRANSA
1/26/2006	2/1/2006	\$191.09	1532	\$0.00	\$191.09	\$0.00	\$0.00	\$48,142.93	2/1/2006REG_TRANSA
2/9/2006	10/1/2005	(\$191.09)	R 186128	(\$40.15)	(\$150.94)	\$0.00	\$0.00	\$48,293.87	10/1/2005REV - DUPLICATE PAYMENT A
2/9/2006	11/1/2005	(\$191.09)	R 186129	\$0.00	(\$191.09)	\$0.00	\$0.00	\$48,484.96	11/1/2005REV - DUPLICATE PAYMENT A
2/9/2006	12/1/2005	\$0.00	R 186130	\$0.00	(\$75.78)	\$0.00	\$0.00	\$48,560.74	12/1/2005REV - DUPLICATE PAYMENT A
2/9/2006	1/1/2006	(\$191.09)	R 199981	(\$92.88)	(\$98.21)	\$0.00	\$0.00	\$48,658.95	1/1/2006REV - POSTING ERROR A
2/9/2006	2/1/2006	(\$191.09)	R 199982	\$0.00	(\$191.09)	\$0.00	\$0.00	\$48,850.04	2/1/2006REV - POSTING ERROR A
2/9/2006	10/1/2005	\$191.09	199981R	\$171.30	\$19.79	\$0.00	\$0.00	\$48,830.25	10/1/2005REG_TRANSA
2/9/2006	11/1/2005	\$0.00	199981R	\$0.00	\$75.78	\$0.00	\$0.00	\$48,754.47	11/1/2005REG_TRANSA
2/9/2006	12/1/2005	\$191.09	199982R	\$0.00	\$191.09	\$0.00	\$0.00	\$48,563.38	12/1/2005REG_TRANSA
4/25/2006	1/1/2006	\$191.09	1809	\$191.09	\$0.00	\$0.00	\$0.00	\$48,563.38	1/1/2006REG_TRANSA
4/25/2006	2/1/2006	\$191.09	1809	\$0.00	\$191.09	\$0.00	\$0.00	\$48,372.29	2/1/2006REG_TRANSA
6/8/2006	3/1/2006	\$191.09	1655	\$116.61	\$74.48	\$0.00	\$0.00	\$48,297.81	3/1/2006REG_TRANSA
6/8/2006	4/1/2006	\$191.09	1655	\$0.00	\$191.09	\$0.00	\$0.00	\$48,106.72	4/1/2006REG_TRANSA
9/19/2006	5/1/2006	\$271.48	1696	\$271.48	\$0.00	\$0.00	\$0.00	\$48,106.72	5/1/2006REG_TRANSA
9/19/2006	6/1/2006	\$301.79	1696	\$0.00	\$191.09	\$0.00	\$0.00	\$47,915.63	6/1/2006REG_TRANSA
11/29/2006	7/1/2006	\$191.09	1718	\$186.40	\$4.69	\$0.00	\$0.00	\$47,910.94	7/1/2006REG_TRANSA
11/29/2006	8/1/2006	\$191.09	1718	\$0.00	\$191.09	\$0.00	\$0.00	\$47,719.85	8/1/2006REG_TRANSA
11/29/2006	9/1/2006	\$0.00	1718	\$0.00	\$110.70	\$0.00	\$0.00	\$47,609.15	9/1/2006REG_TRANSA
1/5/2007	10/1/2006	\$191.09	1835	\$96.51	\$94.58	\$0.00	\$0.00	\$47,514.57	10/1/2006REG_TRANSA
1/5/2007	11/1/2006	\$191.09	1835	\$0.00	\$191.09	\$0.00	\$0.00	\$47,323.48	11/1/2006REG_TRANSA
2/16/2007	12/1/2006	\$191.09	1856	\$108.90	\$82.19	\$0.00	\$0.00	\$47,241.29	12/1/2006REG_TRANSA
2/27/2007	5/1/2006	(\$271.48)	R 314180	(\$271.48)	\$0.00	\$0.00	\$0.00	\$47,241.29	5/1/2006REV - WRNG P&I CALCULATION A
2/27/2007	6/1/2006	(\$301.79)	R 314181	\$0.00	(\$191.09)	\$0.00	\$0.00	\$47,432.38	6/1/2006REV - WRNG P&I CALCULATION A

08 JAN - 7 AM 11:19
 CITY CLERK DEPT.

PAGE 20/29

CITY ATTORNEYS OFFIC

9155414710

11:20

12/07/2007

CITY CLERK DEPT.
08 JAN -7 AM 11:19

2/27/2007	7/1/2006	(\$191.09)	R 343833	(\$186.40)	(\$4.69)	\$0.00	\$0.00	\$47,437.07	7/1/2006REV - WRNG P&I CALCULATION A
2/27/2007	8/1/2006	(\$191.09)	R 343834	\$0.00	(\$191.09)	\$0.00	\$0.00	\$47,628.16	8/1/2006REV - WRNG P&I CALCULATION A
2/27/2007	9/1/2006	\$0.00	R 343835	\$0.00	(\$110.70)	\$0.00	\$0.00	\$47,738.86	9/1/2006REV - WRNG P&I CALCULATION A
2/27/2007	10/1/2006	(\$191.09)	R 360076	(\$96.51)	(\$94.58)	\$0.00	\$0.00	\$47,833.44	10/1/2006REV - WRNG P&I CALCULATION A
2/27/2007	11/1/2006	(\$191.09)	R 360077	\$0.00	(\$191.09)	\$0.00	\$0.00	\$48,024.53	11/1/2006REV - WRNG P&I CALCULATION A
2/27/2007	12/1/2006	(\$191.09)	R 387222	(\$108.90)	(\$82.19)	\$0.00	\$0.00	\$48,106.72	12/1/2006REV - WRNG P&I CALCULATION A
2/27/2007	5/1/2006	\$191.09	1696R	\$191.09	\$0.00	\$0.00	\$0.00	\$48,106.72	5/1/2006REG_TRANSA
2/27/2007	6/1/2006	\$191.09	1696R	\$80.42	\$110.67	\$0.00	\$0.00	\$47,996.05	6/1/2006REG_TRANSA
2/27/2007	7/1/2006	\$191.09	1696R	\$0.00	\$191.09	\$0.00	\$0.00	\$47,804.96	7/1/2006REG_TRANSA
2/27/2007	8/1/2006	\$191.09	1718R	\$185.98	\$5.11	\$0.00	\$0.00	\$47,799.85	8/1/2006REG_TRANSA
2/27/2007	9/1/2006	\$191.09	1718R	\$0.00	\$191.09	\$0.00	\$0.00	\$47,608.76	9/1/2006REG_TRANSA
2/27/2007	10/1/2006	\$191.09	1835R	\$96.52	\$94.57	\$0.00	\$0.00	\$47,514.19	10/1/2006REG_TRANSA
2/27/2007	11/1/2006	\$191.09	1835R	\$0.00	\$191.09	\$0.00	\$0.00	\$47,323.10	11/1/2006REG_TRANSA
2/27/2007	12/1/2006	\$191.09	1856	\$108.91	\$82.18	\$0.00	\$0.00	\$47,240.92	12/1/2006REG_TRANSA
3/13/2007	3/1/2007	\$191.09	1865	\$64.71	\$126.38	\$0.00	\$0.00	\$47,114.54	3/1/2007REG_TRANSA
4/12/2007	4/1/2007	\$191.07	1869	\$77.44	\$113.63	\$0.00	\$0.00	\$47,000.91	4/1/2007REG_TRANSA
5/24/2007	5/1/2007	\$191.09	1737	\$108.16	\$82.93	\$0.00	\$0.00	\$46,917.98	5/1/2007REG_TRANSA
6/26/2007	6/1/2007	\$191.09	1752	\$84.83	\$106.26	\$0.00	\$0.00	\$46,811.72	6/1/2007REG_TRANSA
7/25/2007	7/1/2007	\$191.09	1759	\$74.38	\$116.71	\$0.00	\$0.00	\$46,695.01	7/1/2007REG_TRANSA
8/31/2007	8/1/2007	\$381.18	1771	\$94.66	\$96.43	\$0.00	\$0.00	\$46,598.58	8/1/2007REG_TRANSA
9/14/2007	9/1/2007	\$190.09	UA9/14/07	\$35.74	\$154.35	\$0.00	\$0.00	\$46,444.23	9/1/2007REG_TRANSA
10/22/2007	10/1/2007	\$282.18	1792	\$96.70	\$94.39	\$0.00	\$0.00	\$46,349.84	10/1/2007REG_TRANSA
12/3/2007	11/1/2007	\$91.09	12/03/07UA	\$0.00	\$91.09	\$0.00	\$0.00	\$46,258.75	11/1/2007REG_TRANSA

PREVIOUS YEARS HISTORY

POST DATE	DATE DUE	AMOUNT	ITEM REF#	INTEREST PAID	PRINCIPAL PAID	LATE CHARGE	OTHER PAID	PRINCIPAL BALANCE	DESCRIPTION
5/9/2005	2/1/2005	\$191.09	1256	\$191.09	\$0.00	\$0.00	\$0.00	\$49,719.27	AMOUNT FOR 2/1/2005
5/9/2005	3/1/2005	\$191.09	1256	\$10.51	\$180.58	\$0.00	\$0.00	\$49,538.69	AMOUNT FOR 3/1/2005
5/9/2005	4/1/2005	\$191.09	1256	\$0.00	\$191.09	\$0.00	\$0.00	\$49,347.60	AMOUNT FOR 4/1/2005
2/24/2005	1/1/2005	\$191.09	1325	\$122.76	\$68.33	\$0.00	\$0.00	\$49,719.27	AMOUNT FOR 1/1/2005
1/10/2005	10/1/2004	\$191.09	1306	\$191.09	\$0.00	\$0.00	\$0.00	\$50,080.97	AMOUNT FOR 10/1/2004
1/10/2005	11/1/2004	\$191.09	1306	\$88.81	\$102.28	\$0.00	\$0.00	\$49,978.69	AMOUNT FOR 11/1/2004
1/10/2005	12/1/2004	\$191.09	1306	\$0.00	\$191.09	\$0.00	\$0.00	\$49,787.60	AMOUNT FOR 12/1/2004
12/15/2004	8/1/2003	(\$191.09)	UF091903	(\$191.09)	\$0.00	\$0.00	\$0.00	\$50,196.14	RECONSTRUCTION
12/15/2004	9/1/2003	(\$191.09)	1022	(\$107.61)	(\$83.48)	\$0.00	\$0.00	\$50,279.62	RECONSTRUCTION
12/15/2004	10/1/2003	(\$191.09)	1037	(\$75.96)	(\$115.13)	\$0.00	\$0.00	\$50,394.75	RECONSTRUCTION
12/15/2004	11/1/2003	(\$191.09)	1049	(\$78.60)	(\$112.49)	\$0.00	\$0.00	\$50,507.24	RECONSTRUCTION
12/15/2004	12/1/2003	(\$191.04)	1192	(\$98.03)	(\$93.01)	\$0.00	\$0.00	\$50,600.25	RECONSTRUCTION
12/15/2004	1/1/2004	(\$191.09)	1159	(\$95.05)	(\$96.04)	\$0.00	\$0.00	\$50,696.29	RECONSTRUCTION
12/15/2004	2/1/2004	(\$191.09)	1170	(\$66.97)	(\$124.12)	\$0.00	\$0.00	\$50,820.41	RECONSTRUCTION
12/15/2004	3/1/2004	(\$191.09)	1065	(\$116.91)	(\$74.18)	\$0.00	\$0.00	\$50,894.59	RECONSTRUCTION
12/15/2004	4/1/2004	(\$191.09)	1087	(\$94.51)	(\$96.58)	\$0.00	\$0.00	\$50,991.17	RECONSTRUCTION
12/15/2004	5/1/2004	(\$191.09)	1115	(\$147.04)	(\$44.05)	\$0.00	\$0.00	\$51,035.22	RECONSTRUCTION
12/15/2004	6/1/2004	(\$191.09)	1114	\$0.00	(\$191.09)	\$0.00	\$0.00	\$51,226.31	RECONSTRUCTION
12/15/2004	7/1/2004	(\$191.09)	1204	(\$182.25)	(\$8.84)	\$0.00	\$0.00	\$51,235.15	RECONSTRUCTION
12/15/2004	8/1/2004	(\$191.09)	1203	\$0.00	(\$191.09)	\$0.00	\$0.00	\$51,426.24	RECONSTRUCTION

PAGE 22/29

CITY ATTORNEYS OFFIC

9155414710

12/07/2007 11:20

12/15/2004	9/1/2003	\$64.81	UF091903R	\$64.81	\$0.00	\$0.00	\$0.00	\$51,426.24	AMOUNT FOR 9/1/2003
12/15/2004	9/1/2003	\$126.28	UF091903R	\$0.00	\$126.28	\$0.00	\$0.00	\$51,299.96	AMOUNT FOR 9/1/2003
12/15/2004	10/1/2003	\$120.87	1022R	\$120.87	\$0.00	\$0.00	\$0.00	\$51,299.96	AMOUNT FOR 10/1/2003
12/15/2004	10/1/2003	\$70.22	1022R	\$0.00	\$70.22	\$0.00	\$0.00	\$51,229.74	AMOUNT FOR 10/1/2003
12/15/2004	11/1/2003	\$75.79	1037R	\$75.79	\$0.00	\$0.00	\$0.00	\$51,229.74	AMOUNT FOR 11/1/2003
12/15/2004	11/1/2003	\$115.30	1037R	\$0.00	\$115.30	\$0.00	\$0.00	\$51,114.44	AMOUNT FOR 11/1/2003
12/15/2004	12/1/2003	\$78.42	1049R	\$78.42	\$0.00	\$0.00	\$0.00	\$51,114.44	AMOUNT FOR 12/1/2003
12/15/2004	12/1/2003	\$112.67	1049R	\$0.00	\$112.67	\$0.00	\$0.00	\$51,001.77	AMOUNT FOR 12/1/2003
12/15/2004	1/1/2004	\$97.81	1192R	\$97.81	\$0.00	\$0.00	\$0.00	\$51,001.77	AMOUNT FOR 1/1/2004
12/15/2004	1/1/2004	\$93.23	1192R	\$0.00	\$93.23	\$0.00	\$0.00	\$50,908.54	AMOUNT FOR 1/1/2004
12/15/2004	2/1/2004	\$94.84	1159R	\$94.84	\$0.00	\$0.00	\$0.00	\$50,908.54	AMOUNT FOR 2/1/2004
12/15/2004	2/1/2004	\$96.25	1159R	\$0.00	\$96.25	\$0.00	\$0.00	\$50,812.29	AMOUNT FOR 2/1/2004
12/15/2004	3/1/2004	\$66.82	1170R	\$66.82	\$0.00	\$0.00	\$0.00	\$50,812.29	AMOUNT FOR 3/1/2004
12/15/2004	3/1/2004	\$124.27	1170R	\$0.00	\$124.27	\$0.00	\$0.00	\$50,688.02	AMOUNT FOR 3/1/2004
12/15/2004	4/1/2004	\$116.65	1065R	\$116.65	\$0.00	\$0.00	\$0.00	\$50,688.02	AMOUNT FOR 4/1/2004
12/15/2004	4/1/2004	\$74.44	1065R	\$0.00	\$74.44	\$0.00	\$0.00	\$50,613.58	AMOUNT FOR 4/1/2004
12/15/2004	5/1/2004	\$94.29	1087R	\$94.29	\$0.00	\$0.00	\$0.00	\$50,613.58	AMOUNT FOR 5/1/2004
12/15/2004	5/1/2004	\$96.80	1087R	\$0.00	\$96.80	\$0.00	\$0.00	\$50,516.78	AMOUNT FOR 5/1/2004
12/15/2004	6/1/2004	\$146.71	1115R	\$146.71	\$0.00	\$0.00	\$0.00	\$50,516.78	AMOUNT FOR 6/1/2004
12/15/2004	6/1/2004	\$44.38	1115R	\$0.00	\$44.38	\$0.00	\$0.00	\$50,472.40	AMOUNT FOR 6/1/2004
12/15/2004	7/1/2004	\$191.09	1114R	\$0.00	\$191.09	\$0.00	\$0.00	\$50,281.31	AMOUNT FOR 7/1/2004
12/15/2004	8/1/2004	\$181.84	1204R	\$181.84	\$0.00	\$0.00	\$0.00	\$50,281.31	AMOUNT FOR 8/1/2004
12/15/2004	8/1/2004	\$9.25	1204R	\$0.00	\$9.25	\$0.00	\$0.00	\$50,272.06	AMOUNT FOR 8/1/2004
12/15/2004	9/1/2004	\$191.09	1203R	\$0.00	\$191.09	\$0.00	\$0.00	\$50,080.97	AMOUNT FOR 9/1/2004
9/30/2004	7/1/2004	\$191.09	1204	\$182.25	\$8.84	\$0.00	\$0.00	\$50,387.23	AMOUNT FOR 7/1/2004
9/30/2004	8/1/2004	\$191.09	1203	\$0.00	\$191.09	\$0.00	\$0.00	\$50,196.14	AMOUNT FOR 8/1/2004
7/26/2004	5/1/2004	\$191.09	1115	\$147.04	\$44.05	\$0.00	\$0.00	\$50,587.16	AMOUNT FOR 5/1/2004
7/26/2004	6/1/2004	\$191.09	1114	\$0.00	\$191.09	\$0.00	\$0.00	\$50,396.07	AMOUNT FOR 6/1/2004
6/3/2004	4/1/2004	\$191.09	1087	\$94.51	\$96.58	\$0.00	\$0.00	\$50,631.21	AMOUNT FOR 4/1/2004
4/30/2004	3/1/2004	\$191.09	1065	\$110.91	\$74.18	\$0.00	\$0.00	\$50,727.79	AMOUNT FOR 3/1/2004
3/19/2004	2/1/2004	\$191.09	1170	\$66.97	\$124.12	\$0.00	\$0.00	\$50,801.97	AMOUNT FOR 2/1/2004
2/24/2004	1/1/2004	\$191.09	1159	\$95.05	\$96.04	\$0.00	\$0.00	\$50,926.08	AMOUNT FOR 1/1/2004
1/21/2004	12/1/2003	\$191.04	1192	\$98.03	\$93.01	\$0.00	\$0.00	\$51,022.13	AMOUNT FOR 12/1/2003
12/17/2003	11/1/2003	\$191.09	1049	\$78.60	\$112.49	\$0.00	\$0.00	\$51,115.14	AMOUNT FOR 11/1/2003
11/19/2003	10/1/2003	\$191.09	1037	\$75.96	\$115.13	\$0.00	\$0.00	\$51,227.63	AMOUNT FOR 10/1/2003
10/23/2003	9/1/2003	\$191.09	1022	\$107.61	\$83.48	\$0.00	\$0.00	\$51,342.76	AMOUNT FOR 9/1/2003
9/19/2003	8/1/2003	\$191.09	UF091903	\$191.09	\$0.00	\$0.00	\$0.00	\$51,426.24	AMOUNT FOR 8/1/2003

Quality Through Innovation and Experience |

A Wholly Owned Subsidiary of American Bank

© 2007 AmeriNational Community Services, Inc.

CITY CLERK DEPT.
08 JAN -7 AM 11:19

0709
172524
CJP

6



Doc# 20030047495

BUILDER'S & MECHANIC'S LIEN CONTRACT
AND DEED OF TRUST
(WITH POWER OF SALE)

THE STATE OF TEXAS)
COUNTY OF EL PASO)

THIS CONTRACT made and entered into by and between Daniel M. Diaz and Maria del Carmen Diaz hereinafter called OWNERS, and Cesareo Grado d/b/a El Paso Remodeling and Kitchen Cabinets, Inc. hereinafter called CONTRACTOR, all of El Paso County, Texas:

WITNESSETH: That CONTRACTOR, in consideration of OWNERS' agreement to pay the sum of \$33,000.00, hereby agrees with OWNERS to furnish and pay for all labor and materials needed to construct and to build, construct and complete in a good and workmanlike manner, the improvements contained in the Community Development Rehabilitation Contract of even date herewith to which reference is made for all purposes, according to the plans and specifications this day agreed upon by the parties hereto, upon the following described real property belonging to OWNERS, to-wit:

Lot 1685, Block 71, MOUNTAIN VIEW ADDITION, an Addition to the City of El Paso, El Paso County, Texas, according to the map thereof on File in Book 7, Page 14, Plat Records of El Paso County, Texas; known and numbered as 9012 Mt. Olympus, El Paso, Texas.

The CITY OF EL PASO, Two Civic Center Plaza, Ninth Floor, El Paso, Texas 79901, hereinafter called CITY, at the instance and request of OWNERS, having agreed to advance and pay the above-stated consideration, in cash to CONTRACTOR, in accordance with the above-reference contract. OWNERS have executed and delivered to said CITY their loan note/secured grant note of even date herewith for the total sum of \$55,600.00, hereinafter called INDEBTEDNESS.

To secure the prompt payment of such INDEBTEDNESS, a Builder's and Mechanic's Lien Contract and Deed of Trust (With Power of Sale) is hereby created and granted by OWNERS to and for the benefit of CONTRACTOR and CITY, the holder of the INDEBTEDNESS evidenced by such note upon the hereinabove described real property, and all improvements, additions, fixtures and appurtenances now thereon or hereafter to be placed thereon. CONTRACTOR hereby transfers to CITY the aforesaid agreement of OWNERS to pay for the aforesaid improvements and assign and convey all liens in their favor created herein or arising by operation of law out of this contract to the aforesaid CITY, the payee named in said note, its successors and assigns.

To secure and enforce the payment of the INDEBTEDNESS and liens hereinabove created, OWNERS have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the CITY CLERK OF EL PASO, as Trustee, the City of El Paso, El Paso County, Texas, and his/her substitutes or successors in this trust, all the hereinabove described real property and all improvements, additions, fixtures and appurtenances now thereon or hereafter to be placed thereon. TO HAVE AND TO HOLD the aforesaid property

08 JAN -7 AM 11:19
CITY CLERK DEPT.

and premises aforesaid, and every part thereof, unto said Trustee or his/her successors, against every person whomsoever lawfully claiming or to claim the same or any part thereof, in trust, however, UPON THE FOLLOWING TRUSTS, TERMS AND CONDITIONS, TO-WIT:

Should OWNERS pay in full the INDEBTEDNESS hereby secured, then this conveyance shall become null and void and of no further force and effect, and the liens hereby created shall be released by the legal owner and holder thereof.

OWNERS covenant and agree as follows:

- 1 To pay when due all taxes and assessments now existing or hereafter levied or assessed under the laws of the State of Texas upon said property and to keep the improvements on said property in good repair and condition and not to permit or commit any waste thereof and to keep said buildings so as not to impair the insurance carried thereon.
- 2 To insure and keep insured, after completion and delivery of such improvements to OWNERS, all improvements now or hereafter created upon said property, against loss or damage by flood if the property is located in a designated Special Flood Hazards Area (SFHA) and additionally, against loss or damage by fire and windstorm, to the extent of the original amount of the INDEBTEDNESS hereby secured, in such form and with such Insurance Company as may be approved by CITY and to deliver to CITY the policies of such insurance having attached thereto such mortgage indemnity clause as the CITY shall direct; any sums which may become due under any such policy, or policies, may be applied at the option of the CITY to reduce said INDEBTEDNESS, or the CITY may permit OWNERS to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy.
- 3 In the event OWNERS shall fail to keep the improvements on the property hereby conveyed in good repair and condition, or to pay promptly when due all taxes and assessments, or to keep the buildings and improvements insured, or to deliver the policy or policies of insurance or the renewal thereof to the CITY, then the CITY may at its option, but without being required to do so, make such repairs, purchase any tax title thereon, or insure and keep insured the improvements thereon and any sums which may be so used and paid out by the CITY and all sums paid for insurance premiums shall bear interest from the dates of such payments at ten percent 10% per annum and shall be paid by OWNERS to CITY upon demand, at the place at which the above described note is payable, and shall be deemed a part of the debt hereby secured and recoverable as such in all respects.
- 4 That in the event of a default in payment of an installment, principal or interest of the note(s) hereby secured, or any breach of the conveyance herein contained to be performed by OWNERS, the CITY may elect to declare the entire principal INDEBTEDNESS hereby secured, with all interest accrued hereon and all other sums hereby secured, immediately due and payable. The OWNERS hereby expressly waive presentment and demand for payment. In the event of default in the payment of said debt when due or declared due, it shall be thereupon or any time thereafter, the duty of the trustee or his/her successor or

substitute as hereinafter provided, at the request of the CITY to enforce this trust, and after posting such notice for twenty-one days at the Courthouse or serving written notice by certified mail to the owners twenty-one days preceding the sale, to sell the above-described and conveyed real property at public auction in accordance with such notices at public sale between the hours of 10:00 a.m. and 4:00 p.m. of the first Tuesday in any month. Such sale shall be to the highest bidder for cash, and the CITY or its authorized representative shall make due conveyance to the purchaser or purchasers, with general warranty binding the OWNERS, their heirs and assigns; and of the money arising from such sale the CITY or its trustees shall first pay all expenses of advertising said sale and making the conveyance, including a commission of five percent (5%) to itself, which commission shall be due and owing in addition to the attorney's fees provided for in said note, and then to the CITY the full amount of principal, interest, attorney's fees and other charges due and unpaid on said note, rendering the balance of the sales price, if any, to the OWNERS, their heirs or assigns; and the recitals in the conveyance to said purchasers shall be full and conclusive evidence of the truth of the matter therein stated, and all requisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against the OWNERS, their heirs and assigns.

- 118 -

- 5 It is agreed that in the event a foreclosure hereunder shall be commenced by the Trustee, or his substitute or successor, the CITY may at any time before the sale of said property direct the Trustee to abandon said sale, and may then institute suit for the collection of said note, and for foreclosure of the liens herein created; and it is further agreed that if the CITY should institute suit for the collection thereof, and for a foreclosure of the liens herein created, that it may at any time before entry of final judgment in said suit dismiss the same, and require the said Trustee, his substitute or successor, to sell the property in accordance with the power of sale herein granted.
- 6 The City shall have the right to purchase at any sale of the property, being the highest bidder, and to have the amount for which said property is sold credited on the debt then owing.
- 7 The CITY in any event is hereby authorized to appoint a substitute Trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor Trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute Trustees successively until the INDEBTEDNESS hereby secured has been paid in full, or until said property is sold hereunder and each substitute and successor Trustee shall succeed to all of the rights and powers of the original Trustee named herein.
- 8 In the event of a sale of the property herein described, or any portion thereof, under the terms of the power of sale herein created, OWNERS, their heirs and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the property so sold to the purchaser at such sale, and in the event of their failure to do so they shall thereupon from and after the making of such sale be, and continue

08 JAN -7 AM 11:19
CITY CLERK DEPT.

as, the tenants at will of such purchaser, and in the event of their failure to surrender possession of said property upon demand, the purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which the said property is situated.

- 9 As further security for the payment of the INDEBTEDNESS herein described, OWNERS hereby transfer, assign and convey unto CITY all rents issuing or to hereafter issue from said real property, and in the event of any default in the payment of said note, or other default hereunder, CITY, its agents or representatives, is hereby authorized, at its option, to collect said rents, or if such property is vacant to rent the same and collect the rents, and apply the same to the payment of said INDEBTEDNESS. The collection of said rents by CITY shall not constitute a waiver of the right to accelerate the maturity of said INDEBTEDNESS nor of the right to proceed with the enforcement of the power of sale hereby granted.
- 10 In the event any portion of the INDEBTEDNESS herein described cannot be lawfully secured by the liens herein given and created upon the herein described property, it is agreed that the first payments made on said INDEBTEDNESS shall be applied to the discharge of that portion of said INDEBTEDNESS.
- 11 IF this instrument is executed by one person or by a corporation, the plural reference to OWNERS shall be held to include the singular and all of the covenants and agreements herein undertaken to be performed by and the rights conferred upon the respective OWNERS herein named shall be binding upon and inure to the benefit of not only said parties respectively but also their respective heirs, executors, administrators, grantees, successors and assigns.
- 12 If all or any part of the real property and improvements secured by this Builder's and Mechanic's Lien Contract and Deed of Trust (With Power of Sale), or any interest therein, is sold or transferred without the CITY'S prior written consent, excluding the creation of a lien or encumbrance subordinate to this Builder's and Mechanic's Lien Contract and Deed of Trust (With Power of Sale), or the creation of a purchase money security interest for household appliances, the CITY may, at the CITY'S option, declare all the sums secured hereby to be immediately due and payable. The CITY may require an increase in the rate of interest payable under the Note before giving its consent.
- 13 The indebtedness described herein represents an amount advanced to Owner(s) for improvements on the property and an amount for the original purchase money on the property. Owner(s) acknowledges and reaffirms that this indebtedness is a renewal of and extension of said original purchase money note and the original vendor's lien securing the same, is in good standing and in full force and effect, and the City is now the holder of the same with all rights and remedies afforded therewith.

OWNERS HEREBY ACKNOWLEDGE THAT THEY HAVE RECEIVED A COPY OF THIS BUILDER'S AND MECHANIC'S LIEN CONTRACT AND DEED OF TRUST (WITH POWER OF SALE).

08 JAN - 7 AM 11:19

CITY CLERK DEPT

OWNERS, AS AFFIANTS, FURTHER STATE UNDER OATH THAT UP TO AND INCLUDING THE TIME OF EXECUTION OF THIS CONTRACT, NO MATERIALS HAVE BEEN PLACED UPON THE ABOVE-DESCRIBED PROPERTY AND NO LABOR HAS BEEN PERFORMED THEREON IN CONNECTION WITH SAID CONTRACT. THIS AFFIDAVIT IS MADE FOR THE PURPOSE OF INDUCING THE CITY TO RELY ON THE FACTS HEREIN STATED AND ADVANCE FUNDS IN CONNECTION THEREWITH AND ON THE VALIDITY OF THE LIENS CREATED HEREIN. EXECUTED THIS _____ DAY OF _____, 2003.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

OWNERS, AS AFFIANTS, FURTHER STATE UNDER OATH THAT UP TO AND INCLUDING THE TIME OF EXECUTION OF THIS CONTRACT NO MATERIALS HAVE BEEN PLACED UPON THE ABOVE-DESCRIBED PROPERTY AND NO LABOR HAS BEEN PERFORMED THEREON IN CONNECTION WITH SAID CONTRACT. THIS AFFIDAVIT IS MADE FOR THE PURPOSE OF INDUCING THE CITY TO RELY ON THE FACTS HEREIN STATED AND ADVANCE FUNDS IN CONNECTION THEREWITH AND ON THE VALIDITY OF THE LIENS CREATED HEREIN.

NOTICE TO OWNER: DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. YOU MAY HAVE THE CONTRACT EXAMINED BY YOUR ATTORNEY, AT YOUR OWN EXPENSE IF YOU WISH. YOU ARE ENTITLED TO A COPY OF THE CONTRACT YOU SIGN. UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS MAY OBTAIN A PARTIAL REFUND OF THE INTEREST. KEEP THIS CONTRACT TO PROTECT YOUR LEGAL RIGHTS.

Daniel Diaz 05-07-2003
Daniel M. Diaz

Maria del Carmen Diaz 05-07-2003
Maria del Carmen Diaz

Cesareo Grado

Cesareo Grado d/b/a
El Paso Remodeling and
Kitchen Cabinets, Inc.

INDIVIDUAL ACKNOWLEDGEMENT

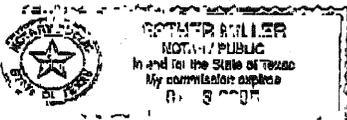
STATE OF TEXAS)

COUNTY OF EL PASO)

this instrument was acknowledged before me on the 2nd day
of May, 2003 by Daniel M. Diaz.

[Signature]

Notary Public, State of Texas
Notary's Name (printed):
My Commission Expires:



08 JAN -7 AM 11:19

CITY CLERK DEPT.

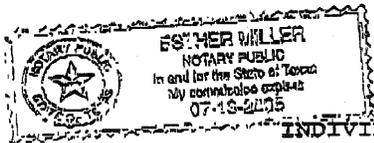
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on the 2nd day of May, 2003 by Maria del Carmen Diaz.

[Signature]
Notary Public, State of Texas
Notary's Name (printed):
My Commission Expires:



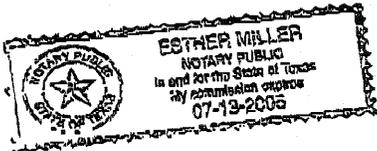
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on the 2nd day of May, 2003 by Cesareo Grado d/b/a El Paso Remodeling and Kitchen Cabinets, Inc.

[Signature]
Notary Public, State of Texas
Notary's Name (printed):
My Commission Expires:



AFTER RECORDING PLEASE RETURN TO

CITY OF EL PASO
DEPARTMENT OF COMMUNITY AND HUMAN DEVELOPMENT
OFFICE OF HOUSING REHABILITATION PROGRAM
TWO CIVIC CENTER PLAZA, NINTH FLOOR
EL PASO TX 79901-1196

08 JAN -7 AM 11:19
CITY CLERK DEPT

CITY CLERK DEPT.
08 JAN -7 AM 11:19

Doc# 20030047495
8 Pages 6
5/22/2003 9:59:35 AM
Filed & Recorded in
Official Records of
EL PASO COUNTY
VALDO ALVARADO
COUNTY CLERK
Fees \$19.00

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR
OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
STATE OF TEXAS COUNTY OF EL PASO

I hereby certify that this instrument was filed on the date and time stamped
herein by me and was duly recorded in the volume and page of the Official
Public Record of Real Property El Paso County.



Valdo Alvarado
MAY 22 2003

END OF INSTRUMENT