

CAUSE NO. \_\_\_\_\_

IN RE: JACE YARBROUGH,  
  
Petitioner.

IN THE \_\_\_\_\_ DISTRICT COURT  
  
*of*  
  
DENTON COUNTY, TEXAS

**VERIFIED PETITION TO TAKE DEPOSITION TO PERPETUATE OR OBTAIN  
TESTIMONY FOR USE IN AN ANTICIPATED SUIT**

**TO THE HONORABLE JUDGE OF SAID COURT:**

Petitioner Jace Yarbrough respectfully asks this Court for permission to take an oral deposition of Brent Hagenbuch. Mr. Yarbrough seeks this testimony for use in an anticipated suit under the Texas Constitution and the Texas Election Code.

**PERSONS TO BE DEPOSED AND JURISDICTION**

1. Petitioner Jace Yarbrough is a citizen of Texas and a resident of Denton County. He is also a candidate for the Republican nomination for Texas Senate District 30.

2. Mr. Yarbrough seeks to depose Brent Hagenbuch. Mr. Hagenbuch is a resident of Denton County and currently resides at 1504 Highland Circle, Little Elm, Texas 75068. He may be served with process where ever he may be found. Upon information and belief, Mr. Hagenbuch's phone number is [REDACTED]

3. In accordance with Rule 202.2(b)(1) of the Texas Rules of Civil Procedure, Mr. Yarbrough files this petition in Denton County, the county in which the venue of the anticipated suit may lie.

4. Mr. Yarbrough verifies this petition, as required by Rule 202(a) of the Texas Rules of Civil Procedure.

**FACTS**

5. Mr. Hagenbuch is currently a candidate for the Republican nomination for Texas

Senate District 30.

6. The general election for the senator from District 30 will be held on November 5, 2024.

7. The Texas Constitution sets out eligibility requirements for state senate candidates:

No person shall be a Senator, unless he be a citizen of the United States, and, at the time of his election a qualified voter of this State, and shall have been a resident of this State five years next preceding his election, **and the last year thereof a resident of the district for which he shall be chosen**, and shall have attained the age of twenty-six years.

TEX. CONST. ART. III, § 6 (emphasis added).

8. Therefore, in order to be eligible, Mr. Hagenbuch must have been a resident of Senate District 30 on or before November 5, 2023. Based on the following public records, it appears he may not have been:

9. Since at least 2017, Mr. Hagenbuch has owned a home at 1504 Highland Circle, Little Elm, Texas 75068. Publicly-available records from the Denton Appraisal District establishing his ownership are attached as Exhibit 1.

10. The home Mr. Hagenbuch has owned since at least 2017 is located in Senate District 12. Publicly-available records from the Denton County Elections Administrator establishing that location in Denton County precinct 2075 are attached as Exhibit 2.

11. Denton County precinct 2075 is located within Senate District 12. Publicly available records from the Texas Legislative Council establishing precinct 2075 within the geographic district of Senate District 12 are attached as Exhibit 3.

12. Mr. Hagenbuch registered to vote at that address in Senate District 12 in October of 2017. Publicly-available records from the Denton County Elections Administrator establishing

that voter registration are attached as Exhibit 4.

13. On the basis of that voter registration, Mr. Hagenbuch voted early in Senate District 12 on October 29, 2023 for the November 2023 Special Election. Publicly-available records from the Denton County Elections Administrator establishing his vote in that senate district on that date are attached as Exhibit 5.

14. Since at least 2017, Mr. Hagenbuch has maintained a homestead exemption at the residential property he owns in Senate District 12. Publicly-available records from the Denton Appraisal District establishing this homestead exemption from property tax are seen on Exhibit 1.

15. On November 7, 2023, Senator Drew Springer, the current senator from District 30, announced his intent not to run again from his seat. That press release is attached as Exhibit 6.

16. On November 13, 2023, Mr. Hagenbuch filed a Texas Voter Registration Application with the Denton County Elections Administrator claiming, for the first time, an address in Senate District 30.<sup>1</sup> Publicly-available records conclusively establishing that registration are attached as Exhibit 7.

17. Throughout this entire time, Mr. Hagenbuch has maintained a mortgage on his residence in Senate District 12. That mortgage requires him to certify that the property was his homestead:

**Renewal and Extension of Liens Against Homestead Property.**  
The Note is in renewal and extension, but not in extinguishment, of the indebtedness described on the attached Renewal and Extension Exhibit which is incorporated by reference. Lender is expressly subrogated to all rights, liens and remedies securing the original holder of a note evidencing Borrower's indebtedness and the original liens securing the indebtedness are renewed and extended to the date of maturity of the Note in renewal and extension of the indebtedness.

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<sup>1</sup> Voter registrations do not become effective until thirty days after filing. TEX. ELEC. CODE § 13.143.

18. If Mr. Hagenbuch had sold this home, the public records would reflect the sale via a release of lien. No such public record was located in the Denton County repository. Therefore, it is reasonable to conclude that he still owns this residence and, per his mortgage, claims it as his primary residence. Those publicly-available mortgage documents that conclusively establish this residential information are attached as Exhibit 8.

19. According to the records of the Texas Ethics Commission, Mr. Hagenbuch did not designate a campaign treasurer until November 29, 2023.<sup>2</sup> For that reason, he should not have taken any action in furtherance of his candidacy until that date. *See* TEX. ELEC. CODE § 253.031.

20. Taken individually, the public records referenced above and attached hereto indicate that Mr. Hagenbuch has not been a resident of Senate District 30 for the sufficient time period.

### **THE TEXAS ELECTION CODE**

21. “Sections of the Election Code dealing with candidacy for political office are mandatory and are to be strictly enforced, and an election official has a ministerial duty to declare a candidate ineligible if presented with public records conclusively showing that the candidate is ineligible.” *In re Dominguez*, 621 S.W.3d 899, 904 (Tex. App.—El Paso 2021, no pet.) (citing *In re Walker*, 595 S.W.3d 841, 842-43 (Tex.App.—Houston [14th Dist.] 2020, orig. proceeding)).

22. If a candidate has not resided in the “district for which he shall be chosen” for a year before the general election, he is ineligible. *Nixon v. Slagle*, 885 S.W.2d 658, 661 (Tex. App.—Tyler 1994, no writ). “[I]f residency outside the appropriate territory can be conclusively

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<sup>2</sup> These publicly-available records can be found at: [https://www.ethics.state.tx.us/data/search/cf/CTA\\_Office\\_Sought.xlsx](https://www.ethics.state.tx.us/data/search/cf/CTA_Office_Sought.xlsx) (last accessed December 11, 2023).

established by public record, then ineligibility can appropriately be determined by Administrative Declaration.” *Id.* (citing TEX. ELEC. CODE § 145.003(f)(2)).

23. For these purposes, “residence” means “domicile, that is, one’s home and fixed place of habitation to which one intends to return after any temporary absence.” TEX. ELEC. CODE § 1.015(a). Importantly, “A person does not acquire a residence in a place to which the person has come for temporary purposes only and without the intention of making that place the person’s home.” TEX. ELEC. CODE § 1.015(d).

24. “Voting outside the [district] is a relevant and important fact to be considered in determining residence under the election code.” *In re Peacock*, 421 S.W.3d 913, 917 (Tex. App.—Tyler 2014, no pet.) (citing *Cramer v. Graham*, 264 S.W.2d 135, 138 (Tex.Civ.App.—San Antonio 1954, writ ref’d)). In order to satisfy residency requirements, a candidate must be registered to vote in the district “as of the filing deadline.” *In re Guillotte*, No. 10-22-00331-CV, 2022 WL 10893236, at \*2 (Tex. App.—Waco Oct. 18, 2022, no pet.).

25. “A homestead designation may be relevant to resolution of a dispute concerning the person’s residence for purposes of the election code.” *Peacock*, 421 S.W.3d at 918. This exemption is contained within the Texas Constitution and is even referred to as a “residential homestead” there. TEX. CONST. ART. VIII, § 1-a. When a taxpayer claims a homestead exemption, he is exercising “(1) overt acts of homestead usage and (2) the intention to claim the property as a homestead.” *Zorrilla v. Apyco Constr. II, LLC*, 469 S.W.3d 143, 159 (Tex. 2015).

26. Hagenbuch’s claim to a homestead exemption from property tax in Senate District 12—and the absence of any such claim to property in Senate District 30—raises questions regarding whether he satisfies the residency requirement.

27. Hagenbuch’s voter history in Senate District 12—and the absence of any such

voter history in Senate District 30—raises questions regarding whether he satisfies the residency requirement.

28. Senator Springer’s announcement that he was not seeking reelection and the timing of Mr. Hagenbuch’s campaign treasurer appointment raise questions regarding whether Hagenbuch satisfies the residency requirement.

### **ANTICIPATED ACTION**

29. Mr. Yarbrough files this petition in anticipation of a future action pursuant to the Texas Constitution and the Texas Election Code against Mr. Hagenbuch regarding Mr. Hagenbuch’s eligibility to serve as the senator from District 30. Mr. Yarbrough and Mr. Hagenbuch may be parties in that action. These provisions include TEX. ELEC. CODE §§ 161.009, 273.061, 273.063 and TEX. CIV. PRAC. & REM. CODE § 37.001 *et seq.*

30. The subject matter of the anticipated action involves Mr. Hagenbuch’s residency and a judgment regarding whether he is qualified, pursuant to the Texas Constitution and the Texas Election Code, to be a senator based on his length of residency in Senate District 30.

31. Mr. Yarbrough’s interest in that case involves the qualifications of one of his opponents for the Republican nomination and, thus, the potential Republican nominee.

32. Mr. Yarbrough expects to have interests adverse to Mr. Hagenbuch’s in any anticipated suit.

### **RELATED CASES**

33. There are no ongoing cases between Mr. Yarbrough and Mr. Hagenbuch.

### **REQUEST FOR DEPOSITION**

34. Mr. Yarbrough seeks a court order authorizing him to depose Mr. Hagenbuch and to seek the production of documents and tangible items relevant to Mr. Hagenbuch’s residency and qualifications as a state senator.

35. There is good reason for this Court to find that deposing Mr. Hagenbuch at this time is the best way to avoid a delay or failure of justice in an anticipated suit. *See* Tex. R. Civ. P. 202.4(a). In addition, the likely benefit of allowing Mr. Yarbrough to depose Mr. Hagenbuch to investigate a potential claim outweighs the burden or expense of the procedure. *See* Tex. R. Civ. P. 202.4(b).

36. Mr. Yarbrough seeks to depose Mr. Hagenbuch on the topics described in the notice of deposition, which is attached as Exhibit 9. Mr. Yarbrough seeks the discovery of documents that address the issues that will be covered in the depositions.<sup>3</sup>

37. Deposing Mr. Hagenbuch allows Mr. Yarbrough to preserve evidence of great importance to the anticipated litigation and to determine evidence conclusively establishing—or negating—Mr. Hagenbuch’s qualifications.

### **REQUEST FOR EXPEDITED HEARING**

38. After the service of this petition and a notice of hearing, Mr. Yarbrough respectfully requests that this Court set this matter for an expedited hearing in accordance with Rule 202.3(d) of the Texas Rules of Civil Procedure so that Mr. Yarbrough can obtain this evidence in as expedited a manner as possible, given the approaching election.

### **REQUEST FOR RELIEF**

39. For these reasons, Mr. Yarbrough respectfully requests that the Court set a date

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<sup>3</sup> The scope of a pre-suit deposition under Rule 202 is the same as a regular deposition of non-parties in litigation. *See* Tex. R. Civ. P. 202.5. This specifically allows document-production requests. *See* Tex. R. Civ. P. 199.2(b)(5) (providing for requests for production along with a deposition notice); Tex. R. Civ. P. 205.1(c) (providing for noticing document production requests to nonparties); *In re City of Tatum*, 567 S.W.3d 800, 808 (Tex. App. 2018) (“The “language of these rules when read together permits a petition seeking a pre-suit deposition under Rule 202 to also request the production of documents.” quoting *In re Anand*, No. 01-12-01106-CV, 2013 WL 1316436, at \*3 (Tex. App. Apr. 2, 2013)). *See also* *City of Dallas v. City of Corsicana*, No. 10-14-00090-CV, 2015 WL 4985935, at \*6 (Tex. App. Aug. 20, 2015) (“Under rule 202, documents can be requested in connection with a deposition.”). While some courts have refused to permit document discovery under Rule 202, *see, e.g., In re Pickrell*, No. 10-17-00091-CV, 2017 WL 1452851, at \*6 (Tex. App. Apr. 19, 2017), they have not analyzed the text of Rule 202.5 or its relationship to Rule 199. *See In re City of Tatum*, 567 S.W.3d 800, 808 n. 7 (Tex. App. 2018) (criticizing courts denying document production under Rule 202).

for the hearing on this petition and thereafter issue an order:

- a. finding that a deposition and accompanying production of documents will avoid delay or failure of justice;
- b. finding that the benefits of a deposition and accompanying production of documents outweighs the burden;
- c. authorizing Mr. Yarbrough to take an oral deposition of Mr. Hagebuch;
- d. requiring Mr. Hagenbuch to produce the documents identified in the exhibits to this petition, at a time and place to be agreed by the parties; and
- e. awarding all other relief that the Court may deem just, proper, or equitable.

Respectfully submitted,

*/s/Timothy Davis* \_\_\_\_\_

Timothy Davis

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Fort Worth, Texas 76102

Telephone: (817) 334-7270

Facsimile: (817) 334-7290

**ATTORNEYS FOR PETITIONER**



## VERIFICATION

I am Jace Yarbrough, the Petitioner in this cause, and after being duly sworn, state under oath that I have read the above verified petition to take deposition to investigate potential legal claims and its exhibits; that every statement of fact contained in it is within my personal knowledge and is true and correct; and that every exhibit is an authentic copy of what it purports to be.

/s/Jace Yarbrough

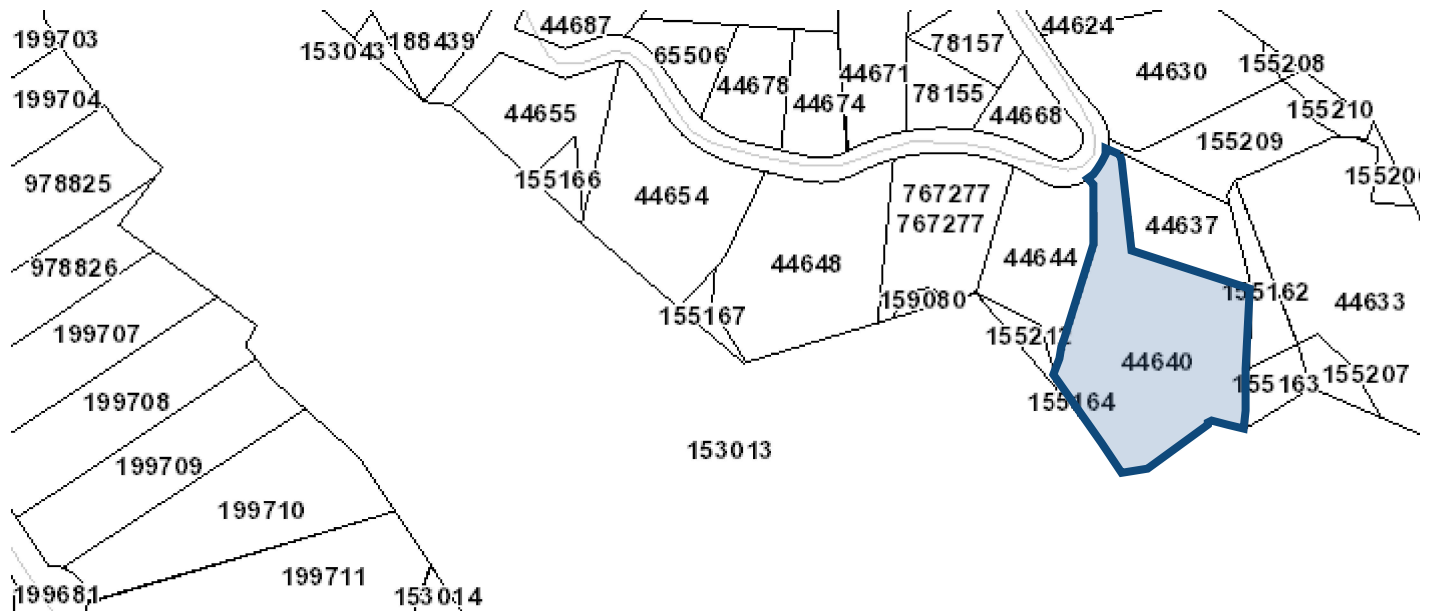
**JACE YARBROUGH**

**EXHIBIT 1**

# Denton CAD Property Search

## Property ID: 44640 For Year 2024

 Map



 Property Details

<b>Account</b>		
<b>Property ID:</b>	44640	<b>Geographic ID:</b> SN0015A-00000B-0000-0002-0002
<b>Type:</b>	Real	<b>Zoning:</b> Residential
<b>Property Use:</b>		<b>Condo:</b>
<b>Location</b>		
<b>Situs Address:</b>	1504 HIGHLAND CIR LITTLE ELM, TX 75068-3767	
<b>Map ID:</b>	LE01	<b>Mapsc0:</b>
<b>Legal Description:</b>	SOUTHSIDE ACRES BLK B LOT 2(PT)	
<b>Abstract/Subdivision:</b>	SN0015A - SOUTHSIDE ACRES	
<b>Neighborhood:</b>	DC13026	
<b>Owner</b>		
<b>Owner ID:</b>	962351	
<b>Name:</b>	HAGENBUCH, BRENT & JEAN	
<b>Agent:</b>		
<b>Mailing Address:</b>	1504 HIGHLAND CIR LITTLE ELM, TX 75068-3787	

<b>% Ownership:</b>	100.0%
<b>Exemptions:</b>	HS - Homestead For privacy reasons not all exemptions are shown online.

### Property Values

<b>Improvement Homesite Value:</b>	N/A (+)
<b>Improvement Non-Homesite Value:</b>	N/A (+)
<b>Land Homesite Value:</b>	N/A (+)
<b>Land Non-Homesite Value:</b>	N/A (+)
<b>Agricultural Market Valuation:</b>	N/A (+)
<b>Market Value:</b>	N/A (=)
<b>Agricultural Value Loss: ?</b>	\$0 (-)
<b>Appraised Value:</b>	N/A (=)
<b>Homestead Cap Loss: ?</b>	N/A (-)
<b>Assessed Value:</b>	N/A
<b>Ag Use Value:</b>	N/A

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

### Property Taxing Jurisdiction

**Owner:** HAGENBUCH, BRENT & JEAN **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
C13	LITTLE ELM TOWN OF	N/A	N/A	N/A	N/A	N/A
CAD	DENTON CENTRAL APPRAISAL DISTRICT	N/A	N/A	N/A	N/A	N/A
G01	DENTON COUNTY	N/A	N/A	N/A	N/A	N/A

S10	LITTLE ELM ISD	N/A	N/A	N/A	N/A	N/A
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**Total Tax Rate:** N/A

**Estimated Taxes With Exemptions:** N/A

**Estimated Taxes Without Exemptions:** N/A

## Property Improvement - Building

**Type:** Residential **State Code:** A3 **Living Area:** 3,133.00sqft **Value:** N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	10	Brick Veneer	1999	1,872.00
AG	ATTACHED GARAGE	10		1999	590.00
DL50	DETACHED LIVING QUARTER'S	10		1999	607.00
MA2	SECOND FLOOR	10		1999	1,261.00
OP	OPEN PORCH	10		1999	315.00
AG	ATTACHED GARAGE	10		1999	294.00

## Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
9	WATERFRONT LOT	1.3077	56,964.00	56,964.00	1.00	N/A	N/A

## Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2024	N/A	N/A	N/A	N/A	N/A	N/A
2023	\$325,264	\$674,736	\$0	\$1,000,000	\$0	\$1,000,000
2022	\$314,504	\$253,027	\$0	\$567,531	\$0	\$567,531
2021	\$426,066	\$202,421	\$0	\$628,487	\$0	\$628,487
2020	\$431,945	\$202,421	\$0	\$634,366	\$0	\$634,366
2019	\$433,637	\$202,421	\$0	\$636,058	\$0	\$636,058
2018	\$385,871	\$202,421	\$0	\$588,292	\$0	\$588,292
2017	\$339,179	\$202,421	\$0	\$541,600	\$21,901	\$519,699
2016	\$270,033	\$202,421	\$0	\$472,454	\$0	\$472,454

2015	\$246,615	\$202,421	\$0	\$449,036	\$0	\$449,036
2014	\$250,944	\$242,404	\$0	\$493,348	\$0	\$493,348
2013	\$256,737	\$242,404	\$0	\$499,141	\$0	\$499,141

## Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
5/30/2017	GNV	GENERAL WD WITH VENDOR'S LIEN	MARCHAND, ALAN P	HAGENBUCH, BRENT & JEAN			2017- 65292
12/20/1996	GN	GENERAL WD	BOLENEUS, PETE	MARCHAND, ALAN P			96- 0089474
8/22/1995	WD	WARRANTY DEED	WILLIAMS, OWEN D	BOLENEUS, PETE			95- 0051149
7/27/1988	Conv	CONVERSION	WILLIAMS, OWEN D.	USA	2421	673	
	Conv	CONVERSION	USA	WILLIAMS, OWEN D			TRANS IN ERR

**EXHIBIT 2**



- ELECTION DAY
- ISSUE TRACKING
- REPORTING
- BALLOTS 518
- MESSAGES
- POLL PADS
- VOTERS

- REGISTERED VOTERS
- PROCESSED VOTERS
- ADDED VOTERS
- ADDRESS CHANGES
- NAME CHANGES
- UPDATE PARTIES
- UPDATE STATUSES
- UPDATE STATUS IMPORTS
- POLLING PLACES
- POLL WORKERS
- ELECTION SETUP
- ACCOUNT SETTINGS
- LOGOUT

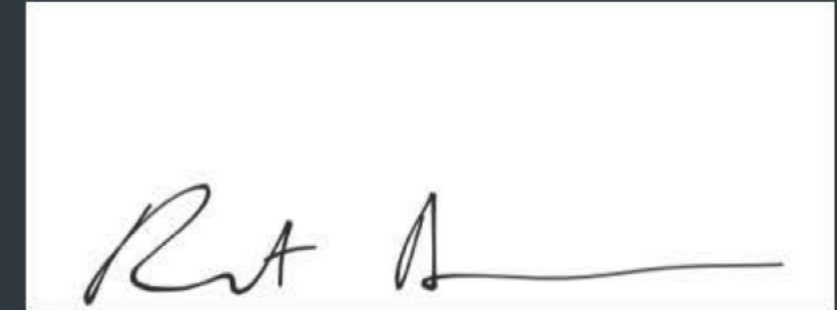
ACTIONS

BRENT ALLISON HAGENBUCH

DOB: [REDACTED]  
 AGE: 63  
 POLLING PLACE: LITTLE ELM TOWN HALL  
 REGISTERED ADDRESS: 1504 HIGHLAND CIR LITTLE ELM, TX 75068

Voted

at 12:11 pm on Sunday, October 29 2023



ID METHOD: Driver's License  
 OATH VOTER CHECK IN SIGNING PAGE: 3406 [View Signatures](#)

- DETAILS
- CHECK IN HISTORY
- NAME CHANGES
- ADDRESS CHANGES
- LOGS

STATUS:	Active	FEDERAL ONLY:	
ABSENTEE STATUS:	No	VOTER LINE NUMBER:	205461
PARTY:		STATE ID:	1074846465
BALLOT STYLE:	<u>2075-00</u>	VOTER LICENSE #:	[REDACTED]
VOTER STATUS REASON:		REGISTRANT ID:	1074846465
POLLING PLACE:	LITTLE ELM TOWN HALL	VOTER OVER 18:	True
PRECINCT CODE:	<u>207501</u>	ID REQUIRED:	
PRECINCT NAME:	<u>207501</u>		
PRECINCT SPLIT:			



**EXHIBIT 3**

# Precincts by District

## SENATE DISTRICT 12 - PLANS2168

District	County	Precinct
12	Dallas *	2001
		2002
		2003
		2004
		2005
		2006
		2007
		2008
		2011
		2015
		2016
		2018
		2019
		2025
		2026
		2027
		2028
		2030
		2041
		2048
		2049
		2050
		2051
		2052
		2053
		2054
		2055
		2056
		2057
		2058
		2074
		2076
		2077
		2079
		2080
		2090
		2091
		2096
		20A8
		2108
		2119
		2133
		2200
		2201
		2202
		2203
		2220
		2221
		2222
		2223
		2224
		2225
		2226
		2300
		2301
		2302
		2303
		2305
		2306
		2307
		2308
		2309
		2310
		2311
		2312
		2313
		2315
		2316
		2400
		2401
		2402
		2403
		2404
		2405
		2406
		2407
		2408
		2409
		2410

\* County is in more than one district.

\*\* Precinct is split by district boundary.

## Precincts by District

### SENATE DISTRICT 12 - PLANS2168

District	County	Precinct
<b>12</b>	Dallas *	
		2411
		2412
		2417
		2601
		2602
		2603
		2604
		2605
		2607
		2608
		2609
		2610
		2611
		2612
		2613
		2614
		2800
		2801
		2802
		2803
		2804
		2805
		2806
		2807
		2808
		2809
		2810
		2900
		2901
		2902
		2903
		2904
		2905
		2910
		2911
		2913
		29A1
		4005
		4014
		4094
		4096
		4126
		4127
		4128
		4129
<b>12</b>	Denton *	
		1000
		1001
		1002
		1044
		1045
		1046
		1053
		2074
		2075
		2095
		2096
		2097
		2099
		2100
		2101
		2102
		2103
		2104
		2105
		2106
		2107
		2108
		2109
		2110
		2111
		2112
		2113
		2114
		3115
		3116
		3123
		3124
		3125

\* County is in more than one district.  
 \*\* Precinct is split by district boundary.

# Precincts by District

## SENATE DISTRICT 12 - PLANS2168

District	County	Precinct
12	Denton *	3126
		3127
		3128
		3129
		3130
		3131
		3132
		3133
		3134
		3135
		3136
		3137
		3138
		3139
		3140
		3141
		3142
		3143
		3144
		3145
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		4211
		4212
		4213
		4214
		4215
		4216
		4217
		4218
		4219
		4220
		4221
		4222
		4223
		4224
		9100
		9101
		9200

\* County is in more than one district.

\*\* Precinct is split by district boundary.

# Precincts by District

## SENATE DISTRICT 12 - PLANS2168

District	County	Precinct
<b>12</b>	<b>Denton *</b>	9201
		9202
		9204
		9301
		9302
		9303
		9304
<b>12</b>	<b>Tarrant *</b>	3035
		3037
		3038
		3114
		3193
		3260
		3283
		3321
		3322
		3323
		3330
		3331
		3361
		3368
		3384
		3385
		3390
		3396
		3421
		3443
		3469
		3510
		3516
		3530
		3539
		3542
		3562
		3566
		3574
		3663
		3706
		3735
<b>12</b>	<b>Wise</b>	0001
		0002
		0003
		0004
		0005
		0006
		0007
		0008
		0009
		0010
		0011
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\* County is in more than one district.

\*\* Precinct is split by district boundary.

**EXHIBIT 4**

Texas Voter Registration Application

For Official Use Only

VR17.11E13

Please mail this application to:

REGISTRAR OF VOTERS  
P.O. BOX 1720  
DENTON, TX 76202

1

Application Type: Change

Are you a United States Citizen? ..... Yes  
Are you interested in serving as an election worker? ..... Yes

Continue below to complete application.

2 Last Name Hagenbuch	First Name Brent	Middle Name (If Any) Allison	Former Name Hagenbuch		
3 Residence Address: Street Address and Apartment Number. If none, describe where you live. (Do not include P.O. Box, Rural Rt. or Business Address) 1504 Highland Circle		City Little Elm	County DENTON	State TX	Zip Code 75068
4 Mailing Address: Street Address and Apartment Number (if mail cannot be delivered to your residence address.) 1504 Highland Circle		City Little Elm	State TX	Zip Code 75068	
5 Date of Birth: (mm/dd/yyyy) [REDACTED]	6 Gender (Optional) Male	7 Telephone Number, include Area Code (Optional) [REDACTED]			

8 TX Driver's License No. or Texas Personal I.D. No. (Issued by the Department of Public Safety) If no TX Driver's License or Personal Identification, give last four digits of your Social Security Number

[REDACTED]

OCT 17 2017

I have not been issued



ion Number or Social Security Number.

9 I understand that giving false information is perjury, and a crime under state and federal law, a fine up to \$2,000, or both. Please read all three statements to affirm belief

000130441

is perjury, and a crime under state and federal law, a fine up to \$2,000, or both. Please read all three

- I am a resident of this county and U.S. Citizen;
- I have not been finally convicted of a felony, or if a felon, I have completed all of my punishment including any term of incarceration, parole, supervision, period of probation, or I have been pardoned; and
- I have not been determined by a final judgment of a court exercising probate jurisdiction to be totally mentally incapacitated or partially mentally incapacitated without the right to vote.

X

10 / 11 / 17  
Date

Signature of Applicant or Agent and Relationship to Applicant or Printed Name of Applicant if Signed by Witness and Date.

**EXHIBIT 5**





- ELECTION DAY
- ISSUE TRACKING
- REPORTING
- BALLOTS 518
- MESSAGES
- POLL PADS

VOTERS

- REGISTERED VOTERS
- PROCESSED VOTERS
- ADDED VOTERS
- ADDRESS CHANGES
- NAME CHANGES
- UPDATE PARTIES
- UPDATE STATUSES
- UPDATE STATUS IMPORTS

- POLLING PLACES
- POLL WORKERS
- ELECTION SETUP
- ACCOUNT SETTINGS
- LOGOUT

ACTIONS

BRENT ALLISON HAGENBUCH

DOB: [REDACTED]

AGE: 63

POLLING PLACE: LITTLE ELM TOWN HALL

REGISTERED ADDRESS: 1504 HIGHLAND CIR LITTLE ELM, TX 75068

Voted

at 12:11 pm on Sunday, October 29 2023



ID METHOD: Driver's License

OATH VOTER CHECK IN SIGNING PAGE: 3406 [View Signatures](#)

- DETAILS
- CHECK IN HISTORY
- NAME CHANGES
- ADDRESS CHANGES
- LOGS

Election	Time	Polling Place	Device	Signatures	Ballot Style	Custom
November 2023 Special Elections	10/29/2023 at 12:11:21 pm	EV-LITTLE ELM TOWN HALL	Pollpad Denton County TX 0062	<a href="#">View Signatures</a>	2075-00	<a href="#">Custom</a> <a href="#">Cancel</a>

**EXHIBIT 6**



**SENATOR DREW SPRINGER**  
DISTRICT 30

**FOR IMMEDIATE RELEASE**

November 7, 2023

**State Senator Drew Springer Will Not Seek Reelection**

**(AUSTIN, TEXAS)** - Today, I announce my decision not to seek reelection after 12 incredible years in service to the people of Texas. This decision has been a deeply personal one, and I want to express my heartfelt gratitude to all who have supported me throughout this journey.

First and foremost, I want to thank my loving wife Lydia and my children for their unwavering support and understanding. They have been the bedrock of my commitment to public service, and I am grateful for the sacrifices they made as a family.

I must also extend my gratitude to my father, who graciously allowed me time away from our family business to serve the people of Texas. My father has built a successful financial planning and money management firm by managing the daily activities for 50 years. In September 2024 he will be stepping back from the daily commitments while staying involved in the portfolio management. I look forward to taking on the daily responsibilities. His support has made my service possible, and I am deeply thankful.

Over the years, I have had the incredible honor of serving 1.6 million constituents in 32 diverse counties. It has been a source of immense pride to champion the conservative values and policies that matter to constituents and myself. Whether it was defending the 2nd Amendment, promoting pro-life principles, advocating for economic development, enhancing education, supporting our first responders, ensuring fiscal responsibility, or advancing pro-business policies, my commitment has remained resolute.

I've always strived to be a steadfast conservative, earning a reputation as a top-ranked conservative during every session. Through six regular sessions and ten special sessions, I've worked tirelessly to represent the people who entrusted me with their voice.

My work has not been possible without the incredible relationships I've forged across the aisle and in both chambers of the Texas legislature. Collaboration, cooperation, and mutual respect have been the hallmarks of my approach. These principles have helped to make me an effective legislator and respected among my colleagues.

I'd be remiss not to express my deep humility and appreciation for the trust and support of the voters in the 32 counties I've served over the years. Our interactions and the communications we've shared have enriched my understanding of your needs and aspirations.





**SENATOR DREW SPRINGER**  
DISTRICT 30

I've always viewed public service as a duty to put constituents ahead of oneself. This has never been a career for me, but rather a meaningful chapter in my life. While this chapter has been exciting and rewarding, I look forward to the next chapter of continuing and growing the family business and spending more time with family.

I would also like to express my deep appreciation for the incredible staff and supporters who have worked tirelessly by my side throughout my legislative journey. Their dedication, hard work, and unwavering commitment to our shared goals have been instrumental in my ability to serve effectively. I am grateful for their expertise and the passion they brought to the team.

To honor my commitment to the people of Texas Senate District 30, I will serve out my current term, which concludes in January 2025. My dedication to you remains unwavering, and I will continue to work tirelessly on your behalf until the very end of my term.

Thank you for your trust and unwavering support.

Senator Drew Springer

###



[Drew.Springer@Senate.Texas.Gov](mailto:Drew.Springer@Senate.Texas.Gov)

**EXHIBIT 7**

# Texas Voter Registration Application

For Official Use Only

Prescribed by the Office of the Secretary of State

VR17.2021EJ3

NOV 13 2023

Please complete sections by printing LEGIBLY. If you have any questions about how to fill out this application, please call your local voter registrar.

## 1 These Questions Must Be Completed Before Proceeding (Check one)

New Application

Change of Address, Name, or Other Information

Request for a Replacement Card

Are you a United States Citizen?

Yes

No

Will you be 18 years of age on or before election day?

Yes

No

If you checked "No" in response to either of the above, do not complete this form.

Are you interested in serving as an election worker?

Yes

No

<b>2</b> Last Name Include Suffix if any (Jr, Sr, III) HAGENRUCH	First Name BRENT	Middle Name (if any) A.	Former Name (if any)
---	---------------------	----------------------------	----------------------

<b>3</b> Residence Address: Street Address and Apartment Number. If none, describe where you live. (Do not include P.O. Box, Rural Rt. or Business Address) 2900 SHORELINE DR DENTON, TX 76210	City DENTON	TEXAS
	County DENTON	Zip Code 76210

<b>4</b> Mailing Address: Street Address and Apartment Number. (If mail cannot be delivered to your residence address.) 2800 SHORELINE DR DENTON, TX 76210	City DENTON	State TEXAS
		Zip Code 76210

**5** City and County of Former Residence in Texas  
LITTLE ELM DENTON COUNTY

<b>6</b> Date of Birth: (mm/dd/yyyy)	<b>7</b> Gender (Optional) <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<b>8</b> Telephone Number (Optional) Include Area Code
--------------------------------------	---	--

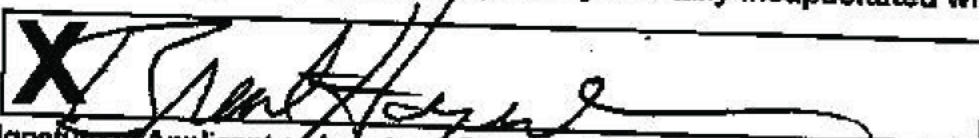
**9** Texas Driver's License No. or Texas Personal I.D. No. (Issued by the Department of Public Safety)

If no Texas Driver's License or Personal Identification, give last 4 digits of your Social Security Number  
XXX-XX-□□□□

I have not been issued a Texas Driver's License/Personal Identification Number or Social Security Number.

**10** I understand that giving false information to procure a voter registration is perjury, and a crime under state and federal law. Conviction of this crime may result in imprisonment up to one year in jail, a fine up to \$4,000, or both. Please read all three statements to affirm before signing.

- I am a resident of this county and a U.S. citizen;
- I have not been finally convicted of a felony, or if a felon, I have completed all of my punishment including any term of incarceration, parole, supervision, period of probation, or I have been pardoned; and
- I have not been determined by a final judgment of a court exercising probate jurisdiction to be totally mentally incapacitated or partially mentally incapacitated without the right to vote.

**X**   
Signature of Applicant or Agent and Relationship to Applicant or Printed Name of Applicant If Signed by Witness and Date. Date 11 13 123

**EXHIBIT 8**



\*VG-202-2020-113982\*

Denton County  
Juli Luke  
County Clerk

---

Instrument Number: 113982

Real Property Recordings  
DEED

Recorded On: August 03, 2020 09:26 AM

Number of Pages: 13

---

" Examined and Charged as Follows: "

Total Recording: \$74.00

---

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 113982  
Receipt Number: 20200803000317  
Recorded Date/Time: August 03, 2020 09:26 AM  
User: Connor B  
Station: Station 1

**Record and Return To:**

TITLE RESOURCES  
WILL CALL  
DENTON TX 76205



STATE OF TEXAS  
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke  
County Clerk  
Denton County, TX



206034 KG

When recorded, mail to:  
Atlantic Home Loans, Inc.  
Attn: Final Document Department  
C/O DocProbe  
1125 Ocean Avenue  
Lakewood, NJ 08701  
866-486-0554

This document was prepared by:

LOAN #: 920020065846

[Space Above This Line For Recording Data]

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**DEED OF TRUST**

MIN: 1001571-0000092454-5  
MERS PHONE #: 1-888-679-6377

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated July 27, 2020, together with all Riders to this document.

(B) "Borrower" is BRENT HAGENBUCH AND JEAN HAGENBUCH, HUSBAND AND WIFE.

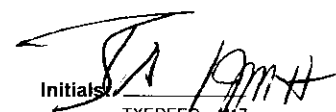
Borrower is the grantor under this Security Instrument.

(C) "Lender" is Atlantic Home Loans, Inc..

Lender is a Corporation, organized and existing under the laws of New Jersey. Lender's address is 50 Route 46, Parsippany, NJ 07054

Lender includes any holder of the Note who is entitled to receive payments under the Note.

(D) "Trustee" is THOMAS E. BLACK, JR..

Initials:   
TXEDED 117  
TXEDED (CLS)



Trustee's address is 2905 CORPORATE CIRCLE, FLOWER MOUND, TX 75028.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated July 27, 2020. The Note states that Borrower owes Lender FIVE HUNDRED TEN THOUSAND FOUR HUNDRED AND NO/100\* ..... Dollars (U.S. \$510,400.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1, 2035.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property"

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider, Balloon Rider, Biweekly Payment Rider, Other(s) [specify], Condominium Rider, Planned Unit Development Rider, V.A. Rider, Second Home Rider, 1-4 Family Rider

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County

of DENTON

[Name of Recording Jurisdiction]:

LEGAL DESCRIPTION ATTACHED

APN #: 44637

[Type of Recording Jurisdiction]

which currently has the address of 1504 Highland Circle, Little Elm,

Texas 75068

("Property Address"):

[Zip Code]

[Street] [City]

Handwritten initials and signatures, including 'Jm' and 'JmH', and printed text 'TXEDED (CLS)'.



TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall



apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of

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the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the

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insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then:



(a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that



time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence. For the purposes of this Section 22, the term "Lender" includes any holder of the Note who is entitled to receive payments under the Note.

If Lender invokes the power of sale, Lender, its designee, or Trustee shall give notice of the date, time, place and terms of sale by posting and filing the notice as provided by Applicable Law. Lender or its designee shall mail a copy of the notice to Borrower in the manner prescribed by Applicable Law. Sale shall be public, occurring between the hours of 10 a.m. and 4 p.m. on a date and at a location permitted by Applicable Law. The time of sale must begin at the time stated in the notice of sale or not later than three hours after the stated time. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying indefeasible title to the Property with covenants of general warranty from Borrower. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Property is sold pursuant to this Section 22, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession or other court proceeding.

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall provide a release of this Security Instrument to Borrower or Borrower's designated agent in accordance with Applicable Law. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Substitute Trustee; Trustee Liability.** All rights, remedies and duties of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting alone or together. Lender, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by Applicable Law.

Trustee shall not be liable if acting upon any notice, request, consent, demand, statement or other document believed by Trustee to be correct. Trustee shall not be liable for any act or omission unless such act or omission is willful.

**25. Subrogation.** Any of the proceeds of the Note used to take up outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property. Lender shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

**26. Partial Invalidity.** In the event any portion of the sums intended to be secured by this Security Instrument cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.





**27. Purchase Money; Owelty of Partition; Renewal and Extension of Liens Against Homestead Property; Acknowledgment of Cash Advanced Against Non-Homestead Property. Check box as applicable:**

**Purchase Money.**

The funds advanced to Borrower under the Note were used to pay all or part of the purchase price of the Property. The Note also is primarily secured by the vendor's lien retained in the deed of even date with this Security Instrument conveying the Property to Borrower, which vendor's lien has been assigned to Lender, this Security Instrument being additional security for such vendor's lien.

**Owelty of Partition.**

The Note represents funds advanced by Lender at the special instance and request of Borrower for the purpose of acquiring the entire fee simple title to the Property and the existence of an owelty of partition imposed against the entirety of the Property by a court order or by a written agreement of the parties to the partition to secure the payment of the Note is expressly acknowledged, confessed and granted.

**Renewal and Extension of Liens Against Homestead Property.**

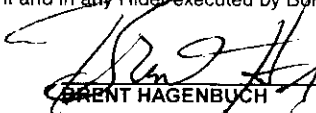
The Note is in renewal and extension, but not in extinguishment, of the indebtedness described on the attached Renewal and Extension Exhibit which is incorporated by reference. Lender is expressly subrogated to all rights, liens and remedies securing the original holder of a note evidencing Borrower's indebtedness and the original liens securing the indebtedness are renewed and extended to the date of maturity of the Note in renewal and extension of the indebtedness.


**Acknowledgment of Cash Advanced Against Non-Homestead Property.**


The Note represents funds advanced to Borrower on this day at Borrower's request and Borrower acknowledges receipt of such funds. Borrower states that Borrower does not now and does not intend ever to reside on, use in any manner, or claim the Property secured by this Security Instrument as a business or residential homestead. Borrower disclaims all homestead rights, interests and exemptions related to the Property.

**28. Loan Not a Home Equity Loan. The Loan evidenced by the Note is not an extension of credit as defined by Section 50(a)(6) or Section 50(a)(7), Article XVI, of the Texas Constitution. If the Property is used as Borrower's residence, then Borrower agrees that Borrower will receive no cash from the Loan evidenced by the Note and that any advances not necessary to purchase the Property, extinguish an owelty lien, complete construction, or renew and extend a prior lien against the Property, will be used to reduce the balance evidenced by the Note or such Loan will be modified to evidence the correct Loan balance, at Lender's option. Borrower agrees to execute any documentation necessary to comply with this Section 28.**

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

  
BRENT HAGENBUCH \_\_\_\_\_ 7-27-2020 (Seal)  
DATE

  
JEAN HAGENBUCH \_\_\_\_\_ 7/27/2020 (Seal)  
DATE

Initials:   
TXEDED #117  
TXEDED (CLS)



State of TEXAS

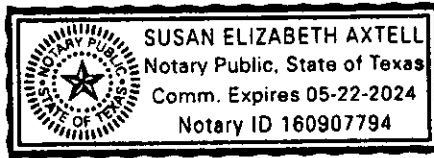
County of DENTON

Before me, Susan Elizabeth Axtell, on this day personally appeared BRENT HAGENBUCH AND JEAN HAGENBUCH, known to me (or proved to me on the oath of N/A or through Tx. D. L.) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 27 day of July, 2020

*Susan Elizabeth Axtell*  
(Notary Public Signature)

Lender: Atlantic Home Loans, Inc.  
NMLS ID: 15241  
Loan Originator: Marjory Johnson  
NMLS ID: 953242



Initials: *BA JM*  
TXEDED (11)  
TXEDED (CLS)



# RENEWAL AND EXTENSION RIDER

Loan No: 920020065846

DATED: JULY 27, 2020

FOR THE BENEFIT OF: ATLANTIC HOME LOANS, INC., A CORPORATION

This Renewal and Extension Rider is incorporated into and shall amend and supplement the Security Instrument of even date herewith. The Note is in renewal and extension, but not in extinguishment, of the indebtedness, whether one or more, described as follows:

Original Note to : JPMORGAN CHASE BANK, N.A.

Amount: \$637,500.00 on May 30, 2017

Recorded in CC# 2017-65293 in DENTON County, Texas

EXECUTED BY: BRENT HAGENBUCH AND JEAN HAGENBUCH, HUSBAND AND WIFE

Lender is expressly subrogated to all rights, liens, equities and remedies securing the original holder(s) of the above debt(s) and the original lien(s) securing the same are renewed and extended to the date of maturity of the Note secured by the Security Instrument in renewal and extension of the indebtedness. Borrower acknowledges that the lien(s) securing the prior debt(s) is valid, that the lien(s) subsists against the Property, and that by this instrument it is renewed and extended in full force until the Note is paid, even though the original lien(s) is released and not assigned to Lender.

In addition to the refinance of principal and any interest, if Lender is advancing all or a portion of the costs necessary to refinance debt on the Property, Borrower acknowledges that these costs are reasonable and necessary costs to refinance such debt.

 7-27-2020  7/27/2020  
BRENT HAGENBUCH Date JEAN HAGENBUCH Date

\_\_\_\_\_  
Date Date

EXHIBIT "A"

BEING all of Lot 1 and a portion of Lot 2 in Block B of Southside Acres Subdivision, an addition to the Town of Little Elm, Denton County, Texas, according to the plat recorded in Volume 2, Page 103, Plat Records of Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 2 inch iron pipe found a northwest corner of the herein described tract, same being the northernmost northwest corner of said Lot 2, and being the northeast corner of a tract of land described by deed to Joseph H. Gold and wife Eilene M. Gold as recorded under Instrument Number 2009-118278, Deed Records of Denton County, Texas, (D.R.D.C.T.), said point also being in the southerly line of Highland Circle, having 60 foot Right of Way;

THENCE North 41 degrees 11 minutes 51 seconds East, with the southerly line of said Highland Circle, and with a north line of said Lot 2 and said Lot 1, a distance of 71.89 feet to a rail road spike found for corner, same being the north corner of said Lot 1, said point also being in the southerly line of Pecan Lane, having a 40 foot Right of Way;

THENCE South 64 degrees 37 minutes 54 seconds East, with the southerly line of said Pecan Lane, and with a north line of said Lot 1, a distance of 142.84 feet to a United States Corp. of Engineers monument (C.O.E.) found for corner, same being an east corner of said Lot 1;

THENCE South 17 degrees 21 minutes 17 seconds East, with an east line of said Lot 1, a distance of 128.58 feet to a C.O.E. monument found for corner, same being the southeast corner thereof, and being the easternmost northeast corner of said Lot 2;

THENCE South 01 degrees 01 minutes 58 seconds West, with the southernmost east line of said Lot 2, a distance of 229.42 feet to a 1/2 inch iron rod found for corner, same being the southeast corner thereof;

THENCE South 53 degrees 23 minutes 55 seconds West, with a southerly line of said Lot 2, a distance of 177.00 feet to a point for corner;

THENCE North 39 degrees 51 minutes 20 seconds West, with a southerly line of said Lot 2, a distance of 140.76 feet to a 1/2 inch iron rod with yellow cap stamped "Arthur Surveying Company" set for corner, same being the southeast corner of a tract of land described by deed to United States of America as recorded in Volume 2421, Page 765, (D.R.D.C.T.);

THENCE North 27 degrees 28 minutes 18 seconds West, with the east line of said United States tract (2421/675), a distance of 71.74 feet to a 1/2 inch iron rod with yellow cap stamped "Arthur Surveying Company" found for corner, same being the north corner thereof, and being the southeast corner of a tract of land described by deed to United States of America as recorded in Volume 2459, Page 745, (D.R.D.C.T.) said point also being the southeast corner of said Gold tract;

THENCE North 16 degrees 15 minutes 28 seconds East, with an east line of said Gold tract, and a west line of said Lot 2, a distance of 225.68 feet to a 2 inch iron pipe found for corner, same being a west corner thereof, and being an east corner of said Gold tract;

THENCE North 06 degrees 17 minutes 17 seconds West, with an east line of said Gold tract, and with a west line of said Lot 2, a distance of 76.85 feet to THE POINT OF BEGINNING and containing 2.243 acres of land, more or less.

**EXHIBIT 9**

CAUSE NO. \_\_\_\_\_

**IN RE: JACE YARBROUGH,**  
**Petitioner.**

**IN THE \_\_\_\_\_ DISTRICT COURT**  
*of*  
**DENTON COUNTY, TEXAS**

**NOTICE OF DEPOSITION OF BRENT HAGENBUCH**

Please take notice that the attorneys for petitioner Jace Yarbrough will take the oral deposition of Brent Hagenbuch on \_\_\_\_\_, in connection with this matter and on the topics designated in Exhibit A, which is attached to this notice. The deposition will be taken before a certified court reporter at the law offices of Jackson Walker, LLP, 777 Main Street, Suite 2100, Fort Worth, Texas 76102. The deposition will continue day-to-day, before a court reporter, until completed. The deposition may be videotaped. Please take further notice that at the time and place of the deposition the deponent shall produce, at the commencement of the deposition, certain documents and tangible things described in Exhibit A, which is attached to this notice.

Respectfully submitted,

*/s/Timothy Davis*  
\_\_\_\_\_  
Timothy Davis  
Texas Bar No. 24086142  
[tdavis@jw.com](mailto:tdavis@jw.com)  
JACKSON WALKER LLP  
777 Main Street, Suite 2100  
Fort Worth, Texas 76102  
Telephone: (817) 334-7270  
Facsimile: (817) 334-7290

**ATTORNEYS FOR PETITIONER**

## **EXHIBIT A**

### **I. INSTRUCTIONS AND DEFINITIONS**

1. The term “Communications” means and includes every manner of disclosure, transfer or exchange, and every disclosure, transfer or exchange, whether face-to-face, by telephone, mail, e-mail, deleted e-mail, text message, deleted text message, social media messaging (whether saved or deleted), video message (whether saved or deleted), other cell phone application utilized for communication, voice memo, personal delivery, or otherwise.

2. The terms “regarding,” “referring to,” “concerning,” “relating to,” or “pertaining,” as well as any other form of said terms, shall mean, in whole or in part, constituting, containing, embodying, reflecting, identifying, stating, dealing with, or in any way pertaining to in any way, directly or indirectly, or being logically, legally, or factually related.

3. “And” as well as “or” shall be construed disjunctively, as well as conjunctively, as necessary in order to bring within the scope of the following specifications all responses which might otherwise be construed to be outside their scope.

4. The terms “Documents” and “records,” as well as any other form of said terms, shall be construed broadly to mean without limitation, all writings of any kind, including the originals, identical copies and all non-identical copies, whether different from the original by reason of any notation made on such copies or otherwise (including, without limitation, correspondence, contracts, memoranda, medical notes, notices, laboratory reports, documentation, status reports, narratives, letters, reports, telephone calls, meetings or other communications, printed matter, computer print outs, telefaxes, drafts, alterations, modifications [changes and amendments to any of the foregoing]), oral records or representations of any kind (including, without limitation, photographs, charts, diagrams, microfiche, microfilm, emails, intranet files, extranet files, electronic or regular bulletin boards, video tape, recordings, digital recordings, or digital images or electronic or mechanical records or representations of any kind [including, without limitation, tapes, cassettes, computer discs, compact discs, and recordings]) and e-mails, deleted emails and communications stored in any digital, electronic or magnetic form (including text messages and “instant messages,” social media messaging (whether saved or deleted), Telegram messages (whether saved or deleted), Signal messages (whether saved or deleted), video messages (whether saved or deleted)).

5. “Possession” means any and all documents that are within your custody, control or possession, including those in the possession, custody or control of your agents, attorneys, or other representatives.

## **II. DEPOSITION TOPICS**

- Brent Hagenbuch’s residency at 1504 Highland Circle, Little Elm, Texas 75068, including the date of any purchase, sale, transfer, or other encumbrance on the property from January 1, 2023 to the present.



- Brent Hagenbuch's residency at 2801 Shoreline Drive, Denton, Texas 76210 from January 1, 2023 to the present.
- Brent Hagenbuch's residency at any other location within the geographic boundaries of Texas Senate District 30.
- The circumstances surrounding the completion and execution of the Form 2-4 that Brent Hagenbuch signed and filed with the Republican Party of Texas.
- Brent Hagenbuch's voter history since January 1, 2023 to the present, including all his applications and registrations to vote in the state of Texas.
- Brent Hagenbuch's driver's license registration in the state of Texas.
- Any application for a homestead exemption from property taxes that Brent Hagenbuch has ever filed in the state of Texas.
- Statements sworn to in Brent Hagenbuch's mortgage on any residential property he owns in the state of Texas.

### **III. DOCUMENTS TO BE PRODUCED**

1. Brent Hagenbuch's driver's license.
2. Any lease or other document evidencing an interest in the real property located at 2801 Shoreline Drive, Denton, Texas 76210.
3. Any communications with any person pertaining to the real property located at 2801 Shoreline Drive, Denton, Texas 76210.
4. Any document evidencing any interest in residential real property in the state of Texas currently claimed by Brent Hagenbuch.
5. Any mortgage currently securing any financial obligation on the real property located at 1504 Highland Circle, Little Elm, Texas 75068.

6. Any campaign treasurer appointment form Brent Hagenbuch has filed with the Texas Ethics since January 1, 2023.

7. Any campaign finance report Brent Hagenbuch has filed with the Texas Ethics Commission since January 1, 2023.

8. Any utility bills related to services provided to 2801 Shoreline Drive, Denton, Texas 76210 from January 1, 2023 to the present.

9. Any utility bills related to services provided to 1504 Highland Circle, Little Elm, Texas 75068 from January 1, 2023 to the present.

10. Any communications with a utility service provider at 2801 Shoreline Drive, Denton, Texas 76210 from January 1, 2023 to the present.

11. Any communications with a utility service provider at 1504 Highland Circle, Little Elm, Texas 75068 from January 1, 2023 to the present.

12. Any communication between Brent Hagenbuch and any person related to Hagenbuch's residency.