



Control Number: 51382



Item Number: 17

Addendum StartPage: 0

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2021 JUN 29 AM 9:01

B & D ENVIRONMENTAL, INC.
200 HARBOR CIRCLE
GEORGETOWN, TEXAS 78633
PHONE NO: (512) 917-7541
FAX NO: (512) 692-1967

EMAIL: bretfenner@yahoo.com

June 28, 2021

Public Utility Commission
Central Records
1701 N. Congress P.O. Box 13326
Austin, Texas 78711-3326

Re: Docket No. 51382 - Application of Dogwood Estates Water Company and Lakeshore Utility Company for Sale, Transferor Merger of Facilities and Certificate Rights in Henderson County

In regards to Order No. 6 granting the joint motion, please find the following documents which are being submitted to show that the transaction as proposed in the application has been completed.

1. A signed and executed Bill of Sale dated June 25, 2021 along with additional closing documents to show that the sale of facilities and certificate rights has been executed.
2. A letter dated June 24, 2021 stating all customer deposits held by Dogwood Estates Water have been transferred to Lakeshore Utilities.

Should you have any further questions concerning this application, please do not hesitate to contact me at (512) 917-7541.

Sincerely,



Bret W. Fenner, P.E.
B & D Environmental, Inc.

Enclosures

BILL OF SALE

Date: June 25, 2021

Seller: DOGWOOD ESTATES WATER CO.

Seller's Mailing Address: 3100 FM 317
Athens, Texas 75752

Purchaser: SENTRY TITLE COMPANY, INCORPORATED

Purchaser's Mailing Address: 106 E. Corsicana
Athens, Texas 75751

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration

Transferred Property:

1. Personal property, including major, minor or other equipment related to the Business known as Dogwood Estates Water Co., including but not limited to water distribution system, including all pipe, valves, fittings, and meters, and used in connection with the operations of Dogwood Estates Water Co., including a 2005 Chevrolet utility truck;
2. Seller's State of Texas Certificate of Convenience and Necessity (CCN) in connection with operation of Dogwood Estates Water Co., subject to Texas Public Utility commission approval; and
3. Files, computer system information, information as to customers of Dogwood Estates Water Co. and anything similar used in operation of Dogwood Estates Water Co.

Excluded Property:

The transfer specifically excludes the following items:

1. 2011 Chevrolet truck;
2. 2001 Toyota Tacoma truck;
3. 2012 Polaris Ranger 500 4 x 4 UTV;
4. 2006 Polaris Ranger 2 x 4 UTV;
5. 3 trailers, one 10', one 14', and one 18'; and
6. Office computer.

For value received, Seller sells and conveys the Transferred Property to Purchaser and warrants and agrees to defend title to the Transferred Property to Purchaser and Purchaser's successors against all lawful claims by, through, or under Seller but not otherwise.


PURCHASER HAS BEEN AFFORDED AN OPPORTUNITY TO INSPECT AND PURCHASER HAS INSPECTED, THE TRANSFERRED PROPERTY. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED OR STATUTORY, RELATING TO THE TRANSFERRED PROPERTY, OR ITS CONDITION WITH RESPECT TO THE VALUE, COMPLIANCE WITH SPECIFICATIONS, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTION, OR DURABILITY. PURCHASER AGREES THAT PURCHASER IS NOT RELYING ON ANY WARRANTY OR REPRESENTATION OF SELLER OR OF ANY AGENT, EMPLOYEE OR REPRESENTATIVE OF SELLER, AND PURCHASER HAS DETERMINED ON PURCHASER'S OWN BEHALF THE PHYSICAL CONDITION OF THE TRANSFERRED PROPERTY AND HAS SATISFIED ITSELF WITH RESPECT TO THE CONDITION OF THE TRANSFERRED PROPERTY. PURCHASER IS ACCEPTING THE TRANSFERRED PROPERTY "AS IS, WHERE IS AND WITH ALL FAULTS" AND IN ITS PRESENT CONDITION, SUBJECT TO ALL DEFICIENCIES OR OTHER MATTERS, WHETHER KNOWN OR UNKNOWN. SELLER FURTHER MAKES NO WARRANTY OF MERCHANTABILITY, AND THE TRANSFERRED PROPERTY IS SOLD "AS IS, WHERE IS, AND WITH ALL FAULTS." BY ACCEPTANCE OF THIS BILL OF SALE, PURCHASER AFFIRMS THAT IT HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY FROM SELLER OR SELLER'S AGENTS REGARDING THE TRANSFERRED PROPERTY. PURCHASER FURTHER RECOGNIZES THAT SELLER HAS HAD NO OBLIGATION TO CONDUCT ANY INVESTIGATION WHATSOEVER IN CONNECTION WITH THE CONVEYANCE OF THE TRANSFERRED PROPERTY TO PURCHASER.

Seller agrees to execute and deliver any additional documents and to perform any additional acts reasonably necessary or appropriate to carry out the intent of this bill of sale in transferring the Transferred Property to Purchaser.

When the context requires, singular nouns and pronouns include the plural.

SELLER:

DOGWOOD ESTATES WATER CO.

By: 
Rick Brown, President

PURCHASER:

SENTRY TITLE COMPANY, INCORPORATED

By: Mark A. Whatley
Mark A. Whatley, President

**Henderson County
Mary Margaret Wright
County Clerk
Athens, TX 75751**

Instrument Number: 2021-00011878

As

Recorded On: 06/25/2021 01:00 PM **Recordings - Land**

Parties: SENTRY TITLE COMPANY, INCORPORATED

To: DOGWOOD ESTATES WATER CO.

Number of Pages: 13 Pages

Comment:

(Parties listed above are for Clerks reference only)

****Examined and Charged as Follows:****

Total Recording: 70.00

File Information:

Document Number: 2021-00011878

Receipt Number: 2021-12589

Recorded Date/Time: 06/25/2021 01:00 PM

Recorded By: CHRISTI ANDREWS

*******DO NOT REMOVE. 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

I hereby certify that this instrument was filed and duly recorded
in the Official Records of Henderson County, Texas



Mary Margaret Wright

County Clerk
Henderson County, Texas

Record and Return To:

ATTORNEYS TITLE COMPANY OF
100 N PALESTINE ST

ATHENS, TX 757512004



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

Date: June 25, 2021

Grantor: SENTRY TITLE COMPANY, INCORPORATED

Grantor's Mailing Address: 106 E. Corsicana
Athens, Texas 75751

Trustee: MARTIN R. BENNETT

Trustee's Mailing Address: 130 E. Corsicana, Suite 302
Athens, Texas 75751

Lender: DOGWOOD ESTATES WATER CO.

Lender's Mailing Address: 3100 FM 317
Athens, Texas 75752

Obligation

Note:

Date: June 25, 2021

Original principal amount: As provided in the Promissory Note.

Borrower: SENTRY TITLE COMPANY, INCORPORATED

Lender: DOGWOOD ESTATES WATER CO.

Maturity date: As provided in the note.

Terms of Payment: As provided in the note.

Other Debt: None.

This deed of trust also secures payment of any debt that Grantor may subsequently owe to Lender and that arises while Grantor owns the Property.

Property (including any improvements):TRACT ONE:

All that certain lot, tract or parcel of land situated in Henderson County, State of Texas, on the John Izard Survey, A-383, and being all of the called 1.297 acre first tract conveyed to Dogwood Estates Water Company, a Texas Corporation, by Charles Bush, Jr. d/b/a Dogwood Estates Water Company, by Warranty Deed dated August 30, 1991, and recorded in Volume 1373, Page 458, of the Henderson County Real Property Records, and all of the called 0.120 acre tract mentioned in Quit-Claim Deed from Damon Douglas, Trustee, to Dogwood Estates Water Company, a Texas Corporation, dated December 19, 1995, and recorded in Volume 1642, Page 892, of the Henderson County Real Property Records. Said lot, tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found for corner at the East corner of the called 1.297 acre tract, at the North corner of Lot 53, Section One, Dogwood Estates, as shown by Plat recorded in Cabinet A, Slide 235 of the Henderson County Plat Records, at an angle corner of the Robert Watson 78.00 acre tract recorded in Volume 1650, Page 496 of the Henderson County Real Property Records and in the Southwest ROW line of Dogwood Drive;

THENCE SOUTH 39 degrees 08 minutes 09 seconds West 269.95 feet to a 3/8" iron rod found for corner at the South corner of the called 1.297 acre tract, at the Easterly East corner of the said Robert Watson 78.00 acre tract, and in the Northwest line of Lot 52, Section One of the said Dogwood Estates;

THENCE NORTH 50 degrees 48 minutes 11 seconds West 257.00 feet to a T-post found for corner at the West corner of the called 1.297 acre tract, at the South corner of the said 0.120 acre tract, and at an angle corner of the said Robert Watson 78.00 acre tract;

THENCE NORTH 51 degrees 02 minutes 50 seconds East 275.93 feet to a T post found for corner in the South ROW line of the extension of Dogwood Drive, at the North corner of the called 1.297 acre tract, and at an angle corner of the said Robert Watson 78.00 acre tract;

THENCE SOUTH 50 degrees 46 minutes 26 seconds East along the Southwest ROW line of the extension of Dogwood Drive, the Northeast line of the called 1.297 acre tract, and the Easterly Southwest line of the said Robert Watson 78.00 acre tract, 200.05 feet to the place of beginning and containing 1.417 acres of land.

TRACT TWO:

All that certain lot, tract or parcel of land situated in Henderson County, State of Texas, on the John Izard Survey, A-383, and being all of the called 1.750 acre second tract conveyed to Dogwood Estates Water Company, a Texas Corporation, by Charles Bush, Jr., d/b/a Dogwood Estates Water Company, by Warranty Deed dated August 30, 1991, and recorded in Volume 1373, Page 458 of the Henderson County Real Property Records. Said lot, tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8" iron rod found for corner at the West corner of the called 1.750 acre tract, at the South corner of Lot 14, Section One, Dogwood Estates, as shown by Plat recorded in Cabinet A, Slide 235 of the Henderson County Plat Records, in the Northeast ROW line of Tanglewood Circle, and at an ELL corner of the Damon Douglas, Trustee, called 135.749 acre second tract recorded in Volume 1575, Page 630 of the Henderson County Real Property Records;

THENCE NORTH 32 degrees 47 minutes 59 seconds East 369.23 feet to a T post found for corner at the North corner of the 1.750 acre tract, in the Southeast line of Lot 12, Section One of the said Dogwood Estates, and at an angle corner of the said 135.749 acre second tract;

THENCE NORTH 89 degrees 32 minutes 49 seconds East 74.32 feet to a T post found for corner at an angle corner of the called 1.750 acre tract, and at an angle corner of the said 135.749 acre second tract;

THENCE SOUTH 31 degrees 53 minutes 17 seconds East 151.18 feet to a T post found for corner at the East corner of the called 1.750 acre tract, and at an angle corner of the said 135.749 acre second tract;

THENCE SOUTH 32 degrees 36 minutes 12 seconds West 344.73 feet to a 5/8" iron rod set for corner at the South corner of the called 1.750 acre tract, at an ELL corner of the said 135.749 acre tract, and in the Northeast ROW line of the extension of Tanglewood Circle;

THENCE NORTH 57 degrees 22 minutes 38 seconds West along the Southwest line of the called 1.750 acre tract and the Northeast ROW line of the extension of Tanglewood Circle 200.00 feet to the place of beginning and containing 1.744 acres of land.

TRACT THREE:

All that certain lot, tract or parcel of land situated in Henderson County, State of Texas, on the Samuel Moss Survey, A-477, and being all of the called 1.687 acre third tract conveyed to Dogwood Estates Water Company, a Texas Corporation, by Charles Bush, Jr., d/b/a Dogwood Estates Water Company, by Warranty Deed

dated August 30, 1991, and recorded in Volume 1373, Page 458 of the Henderson County Real Property Records. Said lot, tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1" flat iron bar found for corner at the Northwest corner of the called 1.687 acre tract, at the Southwest corner of Lot 36, Section One, Dogwood Estates, as shown by Plat recorded in Cabinet A, Slide 235 of the Henderson County Plat Records, at the Southwest corner of the John IZARD Survey, A-383, at the Northwest corner of the Samuel Moss Survey, A-477, and in the East line of the Santos Sylvester Survey, A-694, from WHENCE a 20" Hickory bears North 10 degrees West 43.65 feet, and a 12" Hickory bears North 88 degrees East 32.00 feet, both trees were found marked X with two hacks above and below the X;

THENCE SOUTH 89 degrees 47 minutes 39 seconds East 470.93 feet to a 5/8" iron rod set for corner at the East corner of the called 1.687 acre tract, at the Southeast corner of Lot 36, Section One of the said Dogwood Estates, and in the Northwest ROW line of FM Hwy. No. 2494;

THENCE SOUTH 46 degrees 50 minutes 00 seconds West along the Northwest ROW line of FM Hwy. No. 2494, 454.43 feet to a 5/8" iron rod set for corner at the South corner of the called 1.687 acre tract;

THENCE NORTH 24 degrees 02 minutes 52 seconds West 342.29 feet to the place of beginning and containing 1.687 acres of land.

LESS AND EXCEPT:

All that certain lot, tract or parcel of land situated in Henderson County, State of Texas, on the Samuel Moss Survey, A-477, and being a part of the called 1.687 acre third tract conveyed to Dogwood Estates Water Company, a Texas Corporation, by Charles Bush, Jr., d/b/a Dogwood Estates Water Company, by Warranty Deed dated August 30, 1991, and recorded in Volume 1373, Page 458 of the Henderson County Real Property Records. Said lot, tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1" flat iron bar found for corner at the Northwest corner of the called 1.687 acre tract, at the Southwest corner of Lot 36, Section One, Dogwood Estates, as shown by Plat recorded in Cabinet A, Slide 235 of the Henderson County Plat Records, at the North corner of the Tony W. Pryor 0.740 acre tract recorded under document No. 2010-00009281 of the Henderson County Real Property Records, at the Southwest corner of the John IZARD Survey, A-383 at the Northwest corner of the Samuel Moss Survey, A-477 and in the East line of the Santos Sylvester Survey, A-694, from WHENCE a 20" Hickory bears North 10 degrees West 43.65 feet, and a 12" Hickory bears North 88 degrees East 32.00 feet, both trees were found marked X with two hacks above and below the X;

THENCE SOUTH 89 degrees 47 minutes 39 seconds East 248.57 feet to a railroad spike set for corner at the P.C. of a curve to the left, in the North line of the called 1.687 acre tract and in the South line of Lot 36, Section One of the said Dogwood Estates, from WHENCE a 5/8" iron rod found in the Northwest ROW line of FM Hwy. 2494 and at the East corner of the called 1.687 acre tract bears South 89 degrees 47 minutes 39 seconds East 222.36 feet and a 5/8" iron rod set in fence bears South 70 degrees 49 minutes 10 seconds West 6.13 feet;

THENCE along the said curve to the left having a delta angle of 135 degrees 02 minutes 56 seconds, a radius of 150.00 feet, a long chord of South 13 degrees 24 minutes 28 seconds West 277.21 feet, a tangent of 362.57 feet, an arc length of 353.56 feet to a 5/8" iron rod set for corner in the Southeast line of the called 1.687 acre tract and in the Northwest right of way line of F.M. HWY. No. 2494;

THENCE SOUTH 46 degrees 50 minutes 00 seconds West along the Northwest ROW line of FM. Hwy. No. 2494, 61.43 feet to a 5/8" iron rod set for corner at the South corner of the called 1.687 acre tract and at the East corner of the said Tony W. Pryor 0.740 acre tract;

THENCE NORTH 24 degrees 02 minutes 52 seconds West along the Southwest line of the called 1.687 acre tract and the Northeast line of the said Tony W. Pryor 0.740 acre tract, 342.29 feet to the place of beginning and containing 0.572 acre of land.

TRACT FOUR:

All that certain lot, tract or parcel of land situated in Henderson County, Texas, a part of the S.B. Chelf Survey, A-1155 and being Lot 18 Section III of Wagontree Subdivision as shown on plat recorded in Volume 8 Page 63 and Cabinet C Slide 208 Plat Records of Henderson County, Texas.

TRACT FIVE:

All that certain lot, tract or parcel of land situated in Henderson County, Texas a part of the John Izard Survey, A-383 and being Lot 79 of Dogwood Estates Section I as shown on plat recorded in Vol. 3 Page 73 and Cabinet A Slide 235 Plat Records of Henderson County, Texas.

Prior Lien: None.

Other Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in the deed to Grantor as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the

Property; and taxes for 2021, and subsequent assessments for that and prior years due to change in land usage, ownership, or both.

A. Granting Clause

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

B. Grantor's Obligations

B.1. Grantor agrees to maintain all property and liability insurance coverages with respect to the Property and naming Lender as mortgage holder, revenues generated by the Property, and operations on the Property that Lender reasonably requires ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Lender, and as to property loss, that are payable to Lender under policies containing standard mortgage clauses, and deliver evidence of the Required Insurance Coverages in a form acceptable to Lender before execution of this deed of trust and again at least ten days before the expiration of the Required Insurance Coverages.

B.2 Grantor agrees to-

- a. keep the Property in good repair and condition;
- b. pay all taxes and assessments on the Property before delinquency and to provide Lender a copy of the paid tax receipt by January 30th of each year, not authorize a taxing entity to transfer its tax lien on the Property to anyone other than Lender, and not request a deferral of the collection of taxes pursuant to section 33.06 of the Texas Tax Code;
- c. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
- d. obey all laws, ordinances, and restrictive covenants applicable to the Property;
- e. keep any buildings occupied as required by the Required Insurance Coverages;
- f. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
- g. notify Lender of any change of address.

C. Lender's Rights

C.1. Lender or Lender's mortgage servicer may appoint in writing one or more substitute trustees, succeeding to all rights and responsibilities of Trustee.

C.2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.

C.3. Lender may apply any proceeds received under the property insurance policies covering the Property either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantor's primary residence and Lender reasonably determines that repairs to the improvements are economically feasible, Lender will make the property insurance proceeds available to Grantor for repairs.

C.4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.

C.5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.

C.6. COLLATERAL PROTECTION INSURANCE NOTICE

In accordance with the provisions of Section 307.052(a) of the Texas Finance Code, the Beneficiary hereby notifies the Grantor as follows:

(A) the Grantor is required to:

- (i) keep the collateral insured against damage in the amount the Lender specifies;**
- (ii) purchase the insurance from an insurer that is authorized to do business in the state of Texas or an eligible surplus lines insurer; and**
- (iii) name the Lender as the persons to be paid under the policy in the event of a loss;**

(B) the Grantor must, if required by the Lender, deliver to the Lender a copy of the policy and proof of the payment of premiums; and

(C) if the Grantor fails to meet any requirement listed in Paragraph (A) or (B), the Lender may obtain collateral protection insurance on behalf of the Grantor at the Grantor's expense.

C.7. If a default exists in payment of the Obligation or performance of Grantor obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may-

- a. declare the unpaid principal balance and earned interest on the Obligation immediately due;
- b. exercise Lender's rights with respect to rent under the Texas Property Code as then in effect;
- c. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
- d. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.

C.8. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

D. Trustee's Rights and Duties

If directed by Lender to foreclose this lien, Trustee will-

D.1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;

D.2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;

D.3. from the proceeds of the sale, pay, in this order-

- a. expenses of foreclosure, including a reasonable commission to Trustee;
- b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
- c. any amounts required by law to be paid before payment to Grantor; and
- d. to Grantor, any balance; and

D.4. be indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

E. General Provisions

E.1. If Lender orders an appraisal of the Property while a default exists or to comply with legal requirements affecting Lender, Grantor, at Lender's request, agrees to reimburse Lender for the cost of any such appraisal. If Grantor fails to reimburse Lender for any such appraisal within ten days of Lender's request, that failure is a default under this deed of trust.

E.2. Grantor agrees to execute, acknowledge, and deliver to Lender any document requested by Lender, at Lender's request from time to time, to (a) correct any defect, error, omission, or ambiguity in this deed of trust or in any other document executed in connection with the Note or this deed of trust; (b) comply with Grantor's obligations under this deed of trust and other documents; (c) subject to and perfect the liens and security interests of this deed of trust and other documents any property intended to be covered thereby; and (d) protect, perfect, or preserve the liens and the security interests of this deed of trust and other documents against third persons or make any recordings, file any notices, or obtain any consents requested by Lender in connection therewith. Grantor agrees to pay all costs of the foregoing.

E.3. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor does not, Grantor will be a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

E.4. Recitals in any trustee's deed conveying the Property will be presumed to be true.

E.5. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

E.6. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.

E.7. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.

E.8. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts.

Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.

E.9. Grantor collaterally assigns to Lender all present and future rent from the Property and its proceeds. Grantor warrants the validity and enforceability of the assignment. Grantor will apply all rent to payment of the Obligation and performance of this deed of trust, but if the rent exceeds the amount due with respect to the Obligation and the deed of trust, Grantor may retain the excess. If a default exists in payment of the Obligation or performance of this deed of trust, Lender may exercise Lender's rights with respect to rent under the Texas Property Code as then in effect. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent collected under this paragraph as required by the Texas Property Code as then in effect. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies.

E.10. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

E.11. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

E.12. When the context requires, singular nouns and pronouns include the plural.

E.13. The term *Note* includes all extensions, modifications, and renewals of the Note and all amounts secured by this deed of trust.

E.14. Grantor represents to Lender that no part of the Property is exempt as homestead from forced sale under the Texas Constitution or other laws.

E.15. Should Lender require, Grantor will deposit with Lender or other holder of the Note, in addition to the principal and interest installments, a pro rata part of the estimated annual ad valorem taxes on the Property and a pro rata part of the estimated annual insurance premiums for the improvements on the Property. These tax and insurance deposits are only estimates and may be insufficient to pay total taxes and insurance premiums. Grantor must pay any deficiency within thirty days after notice from Lender or other holder of the Note. Grantor's failure to pay the deficiency will constitute a default under the Deed Trust. If any superior lienholder on the Property is collecting escrow payments for taxes and insurance, this paragraph will be inoperative as long as payments are being made to the superior lienholder.

E.16 If the Property is transferred by foreclosure, the transferee will acquire title to all insurance policies on the Property, including all paid but unearned premiums.

E.17 GRANTOR MAY FURNISH ANY INSURANCE REQUIRED BY THIS DEED OF TRUST EITHER THROUGH EXISTING POLICIES OWNED OR CONTROLLED BY GRANTOR OR THROUGH EQUIVALENT COVERAGE FROM ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN TEXAS.

E.18 If Grantor transfers any part of the Property without Lender's prior written consent, Lender may declare the debt secured by this deed of trust immediately payable and invoke any remedies provided in this deed of trust for default. If the Property is residential real property containing fewer than five dwelling units or a residential manufactured home occupied by Grantor, exceptions to this provision are limited to (a) a subordinate lien or encumbrance that does not transfer rights of occupancy of the Property; (b) creation of a purchase-money security interest for household appliances; (c) transfer by devise, descent, or operation of law on the death of a co-Grantor; (d) grant of a leasehold interest of three years or less without an option to purchase; (e) transfer to a spouse or children of Grantor or between co-Grantors; (f) transfer to a relative of Grantor on Grantor's death; and (g) transfer to an inter vivos trust in which Grantor is and remains a beneficiary and occupant of the Property.

E.19 This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.

E.20 If Grantor and Borrower are not the same person, the term *Grantor* includes Borrower.

E.21 Grantor and each surety, endorser, and guarantor of the Obligation waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, (f) notice of protest and (g) rights under sections 51.003, 51.004, and 51.005 of the Texas Property Code.

E.22 Grantor will have full recourse liability for repayment of the principal and interest of the Note and the performance of all covenants and agreements of Grantor in this Deed of Trust.

E.23 Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if an attorney is retained for its enforcement.

E.24 If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

E.25 The term Lender includes any mortgage servicer for Lender.

E.26 Grantor hereby grants Lender a right of first refusal with respect to Grantor's power to authorize any third party (other than Lender pursuant to its rights as set forth in this

instrument) to pay ad valorem taxes on the Property and authorize a taxing entity to transfer its tax lien on the Property to that third party. Grantor's authorization to any third party (other than Lender) to pay the ad valorem taxes and receive transfer of a taxing entity's lien for ad valorem taxes shall be null and void and of no force and effect unless Lender, within ten days after receiving written notice from Grantor, fails to pay the ad valorem taxes pursuant to Lender's rights as set forth in this instrument.

E.27. Grantor represents that this deed of trust and the Note are given for the following purposes:

The debt evidenced by the Note is *in part* payment of the purchase price of the Property; the debt is secured both by this deed of trust and by a vendor's lien on the Property, which is expressly retained in a deed to Grantor of even date. This deed of trust does not waive the vendor's lien, and the two liens and the rights created by this deed of trust are cumulative. Lender may elect to foreclose either of the liens without waiving the other or may foreclose both.

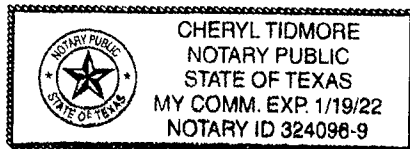
SENTRY TITLE COMPANY, INCORPORATED

By: Mark A. Whatley
Mark A. Whatley, President

STATE OF TEXAS)

COUNTY OF Henderson)

This instrument was acknowledged before me on the 25th day of June, 2021, by Mark A. Whatley, president of Sentry Title Company, Incorporated, on behalf of said corporation, and in the capacity herein stated.



Cheryl Tidmore
Notary Public, State of Texas



Dogwood Estates Water Company
P.O. Box 387, Athens, TX 75751
(903) 675-6894

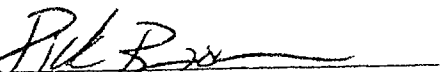
June 24, 2012

This letter is to state that all customer deposits held by Dogwood Estates Water Company have been transferred to Lakeshore Utilities.

\$6600.00 deposits held

\$ 228.10 accrued interest

\$6828.10 Total, recorded on check #3443, delivered 6/24/2021 to Lakeshore Utilities.

Signed x 
Rick Brown
Owner, Dogwood Estates Water Company

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND. ON WHITE PAPER AND ORIGINAL DOCUMENT, SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON

Dogwood Estates Water Company

P O Box 1230
Athens, TX 75751
(903) 675-6894

First State Bank
130 E Corsicana St.
Athens, TX 75751

88-2177/1119

3443

6/24/2021

PAY TO THE
ORDER OF

Lakeshore Utility Company

\$ **6,828.10

Six Thousand Eight Hundred Twenty-Eight and 10/100*****

DOLLARS

Lakeshore Utility Company
106 E. Corsicana Street
Athens TX 75751

MEMO

Deposits Held transfer and accrued interest



AUTHORIZED SIGNATURE

Security features included. Details on back.

MP