

CAUSE NO. DC-19-14060

JPMORGAN CHASE BANK, N.A., § IN THE DISTRICT COURT
Plaintiff, §
v. § 192nd JUDICIAL DISTRICT
ALL SAINTS CARE INJURY AND §
REHABILITATION CLINIC, INC., §
and JACKSON C. EHIIOGUH, §
Defendants § DALLAS COUNTY, TEXAS

ALL SAINTS CARE INJURY AND §
REHABILITATION CLINIC, INC. §
Plaintiff, §
v. §
JPMORGAN CHASE BANK, N.A., §
RICHARD G. DAFOE, THOMAS M. §
SELLERS, KELLY R. FISHER, SCOTT E. §
HAYES, and MADELEINE C. HAYES, as §
SUBSTITUTE TRUSTEES §
Defendants. §

DEFENDANTS' OBJECTION AND RESPONSE TO PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT AS TO ALL CLAIMS AND COUNTERCLAIMS

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COME, All Saints Care Injury and Rehabilitation Clinic, Inc. and Jackson C. Ehioguh, Defendants and file this their Objection and Response to Plaintiff's Motion for Summary Judgment as to All Claims and Counterclaims, and would respectfully show onto the Court as follows, to-wit:

I. Objection to Plaintiff's Motion

1. Pursuant to the November 13, 2019 Pretrial Order, "[n]o dispositive motion will be heard within 20 days of the trial date." See Court's File. The continuance of the trial setting

did not alter the deadline. Plaintiff's Motion is set for hearing on September 1, 2021. Trial is scheduled for September 20, 2020. Also, pursuant to 192nd District Court Policy and Procedures, a party may move for leave to allow such hearing based upon extenuating circumstances. No motion for leave to allow such hearing has been filed. Trial has been continued twice since the issuance of the Pretrial Order. Thus, no extenuating circumstance exists. Defendants object to Plaintiff's Motion and the hearing and move to strike. Plaintiff's Motion is untimely and should be stricken.

II. Introduction and Procedural History

2. Subject to Defendants' objection above, Defendants filed this Response.
3. Plaintiff is JPMorgan Chase Bank, N.A. ("**JPMC**"); Defendants are All Saints Care Injury and Rehabilitation Clinic, Inc. ("**All Saints**") and Jackson C. Ehioguh ("**Mr. Ehioguh**") (collectively referred to herein as "**Defendants**").
4. On September 6, 2019, JPMC filed suit against All Saints and Jackson Ehioguh for breach of the Note and Guaranty Agreement relating to the real property located at 606-608 Oriole Blvd., Duncanville, Texas 75116 ("**Property**").
5. On December 28, 2020, All Saints filed suit against JPMC for breach of the Deed of Trust contract relating to the Property. The suit was filed in the County Court at Law No. 4 in Dallas County, Texas. All Saints requested and paid for trial by jury.
6. On January 22, 2021, the County Court case was transferred and consolidated into this case.
7. On August 3, 2021, JPMC filed its Motion for Summary Judgment as to All Claims and Counterclaims ("**Motion**"). Plaintiff's Motion is set for hearing on September 1, 2021.

8. This case is set for trial on September 20, 2021.

9. Viewing the evidence in the light most favorable to Defendants as non-movants, there are genuine issues of material fact in the case at bar such that summary judgment is not warranted. Accordingly, this Court should deny Plaintiff's Motion.

III. Summary Judgment Evidence

10. In support of Defendants' Response to Plaintiff's Motion, Defendants rely upon and incorporate herein by reference the following evidence, which is attached hereto and incorporated herein:

Exhibit 1: Affidavit of Jackson Ehioguh with attachments:

- Ex. 1A. Warranty Deed with Vendor's Lien
- Ex. 1B. Note
- Ex. 1C. Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement
- Ex. 1D. Chase Account Activity
- Ex. 1E. December 11, 2020 Notice of Foreclosure Sale
- Ex. 1F. December 12, 2020 Payment Receipt
- Ex. 1G. January 6, 2021 Notice of Foreclosure Sale
- Ex. 1H. January 19, 2021 Payment Receipt
- Ex. 1I. January 19, 2021 Notice of Foreclosure Sale
- Ex. 1J. February 12, 2021 Payment Receipt

IV. Factual Background

11. All Saints is the rightful owner of the property located at 606-608 Oriole Blvd., Duncanville, Texas 75116 ("**Property**"). *See* Ex. 1A.

12. On or about June 18, 2009, Defendants executed a U.S. Small Business Administration Note payable to JPMC. On or about the same day, a Deed of Trust to secure the payment of the Note was executed by Plaintiff. *See* Exs. 1B, 1C.

13. On or about April 16, 2020, JPMC paid \$47,034.25 for past due taxes. *See* Plt.'s Motion, Ex. 1.

14. On June 10, 2020, Plaintiff made a lump sum payment to JPMC of \$34,140.86 to be applied to the taxes paid. *See* Ex. 1D.

15. On or about December 11, 2020, Defendants received a Notice of Foreclosure Sale. *See* Ex. 1E. However, Plaintiff was current on his loan payments at the time. In fact, Plaintiff's payment made on December 22, 2020, was accepted by JPMC. *See* Ex. 1F. Foreclosure was set for January 5, 2021. Further, the Notice of Foreclosure was defective in that the property description was different than in the Deed of Trust. *See* Exs. 1C, 1F.

16. On December 28, 2020, All Saints filed suit against JPMC for breach of the Deed of Trust contract relating to the Property ("**County Court Petition**"). The suit was filed in the County Court at Law No. 4 in Dallas County, Texas. The suit contained an Emergency Application for Temporary Restraining Order.

17. On December 30, 2020, the County Court granted All Saints' Emergency Application for Temporary Restraining Order.

18. On or about January 6, 2021, Defendants received a Notice of Foreclosure Sale scheduling another foreclosure for February 2, 2021. *See* Ex. 1G.

19. On January 19, 2021, Defendants made a payment, which was accepted by JPMC. *See* Ex. 1H.

20. On or about January 19, 2021, Defendants received a Notice of Foreclosure Sale scheduling foreclosure for March 2, 2021. *See* Ex. 1I.

21. On January 22, 2021, the County Court case was transferred and consolidated into this case.

22. On February 12, 2021, Defendants made a payment, which was accepted by JPMC. *See* Ex. 1K.

23. On February 22, 2021, this Court granted All Saints' request for temporary injunction. Shortly thereafter, JPMC began refusing Defendants' payments.

24. On March 19, 2021, All Saints converted his County Court Petition to a counterclaim, and in its place, filed its Counterclaim in this case.

V. Standard of Review

25. Under a traditional motion for summary judgment, the movant must establish that *no material fact issue exists* and that it is entitled to judgment as a matter of law. Tex. R. Civ. P. 166a(c). In response, the nonmovant must only produce more than a scintilla of probative evidence to raise an issue of material fact. *Oasis Oil Corp. v. Koch Ref. Co.*, 60 S.W.3d 248, 252 (Tex. App.—Corpus Christi 2001, pet denied). More than a scintilla of evidence exists when the evidence “rises to a level that would enable reasonable and fair-minded people to differ in their conclusions.” *Merrell Dow Pharms., Inc. v. Havner*, 953 S.W.2d 706, 711 (Tex. 1997).

26. In deciding whether there is a disputed issue of material fact that precludes summary judgment, *the Court must consider the evidence in the light most favorable to the non-movant*. *Limestone Prods. Distribution, Inc. v. McNamara*, 71 S.W.3d 308 (Tex. 2002); *Rhone-Poulenc, Inc. v. Steel*, 997 S.W.2d 217, 223 (Tex. 1999); *Nixon v. Mr. Property Mgmt. Co.*, 690 S.W.2d 546, 548–49 (Tex. 1985).

27. Further, *the Court must indulge every reasonable inference and resolve all doubts in favor of the non-movant*. *Limestone Prods.*, 71 S.W.3d at 308; *Nixon*, 690 S.W.2d at 549.

VI. Argument & Authorities

A. Plaintiff's Breach of Contract claim.

28. Under Texas law, Plaintiff must prove the following elements of a breach of contract: (1) a valid contract existed; (2) Plaintiff performed under the contract; (3) Defendants

breached the contract; and (4) Plaintiff sustained damages as a result of Defendants' breach. *Wright v. Christian & Smith*, 950 S.W.2d 411, 412 (Tex. App.—Houston [1st Dist.] 1997, no writ).

29. Defendants do not admit any of the statements or conclusions in Plaintiff's Motion. But Defendants point out that JPMC received a payment of \$34,140.86 in June 2020, as reimbursement for the taxes it paid. *See* Ex. 1D.

30. Defendants also point out that JPMC returned Defendants' January and February 2021, as "overpayments." *See* Plt. Exs. 1, 1G, 1E. Thereafter, JPMC refused Defendants' payments. Defendants' performance is excused due to Plaintiff's actions preventing Defendants from performing the contracts. *O'Shea v. IBM Corp.*, 578 S.W.2d 844, 846 (Tex. App.—Houston [1st Dist.] 1979, writ ref'd n.r.e.); *S.K.Y. Inc. v. R.E. Butt Grocery Co.*, 440 S.W.2d 885, 889-90 (Tex. App.—Corpus Christi 1969, no writ).

31. Further, Plaintiff breached the contract by knowingly acting to make Defendants' performance of the contractual obligations impossible. *See Stephenson v. Calliham*, 60 S.W.2d 805, 807 (Tex. App.—Beaumont 1933, writ ref'd); *Arlington Heights Rity, Co. v. Citizens' Ry. & Light Co.*, 160 S.W.1109, 1120 (Tex. App.—Amarillo 1913, no writ).

32. Accordingly, Plaintiff's Motion should be denied.

B. Defendants are entitled to a jury trial.

33. To begin with, Plaintiff's Exhibit 3 contains no testimony that Mr. Hayes prepared the billing statements or that he is a records custodian of Waddell Serafino Geary Rechner Jenevein, P.C. Therefore, Defendants objects to the billing records as hearsay.

34. Without waiving the foregoing objections, Defendants would show that the Texas Constitution guarantees the right to a trial by jury. *Monroe v. Alternatives in Motion*, 234 S.W.3d

56, 69 (Tex. App.--Houston [1st Dist.] 2007, no pet.) (citing Tex. Const. art. I, §§ 10, 15). “The right to a jury trial is one of our most precious rights, holding a sacred place in English and American history.” *General Motors Corp. v. Gayle*, 951 S.W.2d 469, 476 (Tex. 1997). Under article one, section 15 of the Texas Constitution, “[t]he right to trial by jury shall remain inviolate” and we closely scrutinize any denial of this important right to a litigant. *See* Tex. Const. art. I, § 15; *City of Garland*, 969 S.W.2d 548, 558 (Tex. App.--Dallas 1988), *aff’d*, 22 S.W. 3d 351 (Tex. 2000). The denial of the constitutional right to a jury trial constitutes reversible error. *McDaniel v. Yarborough*, 898 S.W.2d 251, 253 (Tex. 1995); *Ogu v. C.I.A. Servs.*, 2009 Tex. App. LEXIS 78, *8, 2009 WL 41462 (Tex. App.—Houston [1st Dist.] 2009). In this case, the record reflects that All Saints requested a jury trial and paid the jury fee.¹ Therefore, All Saints is entitled to a jury trial on the questions of whether the fees are reasonable and necessary. *Fuqua v. Oncor Elec. Delivery Co.*, 315 S.W.3d 552, 559-60 (Tex. App.—Eastland 2010, pet. denied)(“[E]ven when declaratory relief has been determined by summary judgment, the issues of whether attorney’s fees are reasonable and necessary is a question of fact for the jury to determine when the jury is the trier of fact.”).

35. Even if the Court of Appeals denies Defendants’ right to a jury, whether attorneys fees are reasonable and necessary is a fact issue.

C. Defective Notice of Foreclosure Sale

36. All Saints’ Defective Notice of Foreclosure Sale is more in line with a breach of contract claim.

37. Under Texas law, All Saints must prove the following elements of a breach of contract: (1) a valid contract existed; (2) Plaintiff performed under the contract; (3) JPMC

¹ On April 7, 2021, Defendants filed their Petition for Writ of Mandamus in the Fifth Court of Appeal, seeking reversal of this Court’s April 6, 2021 Order Striking Jury Demand. No ruling has been issued on the petition.

breached the contract; and (4) Plaintiff sustained damages as a result of JPMC's breach. *Wright v. Christian & Smith*, 950 S.W.2d 411, 412 (Tex. App.—Houston [1st Dist.] 1997, no writ).

38. On or about December 11, 2020, Defendants received a Notice of Foreclosure Sale (“**December Notice**”). See Ex. 1F. The December Notice was defective in that the property description was different than in the Deed of Trust. See Exs. 1C, 1F.

39. Texas requires strict compliance with notice conditions, including an accurate description of the property to be sold at the foreclosure sale. *LSR Consulting, LLC v. Wells Fargo Bank, N.A.*, 835 F.3d 530, 532 (5th Cir. 2016) (citing *Hous. First Am. Sav. v. Musick*, 650 S.W.2d 764, 768 (Tex. 1983) (“Compliance with the notice condition contained in the deed of trust and as prescribed by law is a prerequisite to the right of the trustee to make the sale.”)).

40. Thus, JPMC did not comply with the notice requirements because the property was improperly described in the December Notice. JPMC, therefore, did not properly secure its right to sell the Property in foreclosure. The fact that Plaintiff re-noticed the foreclosure sale for a difference date and corrected the legal description does not change that All Saints was forced to seek legal remedy and, as a result, All Saints incurred damages. All Saints incurred court costs and reasonable and necessary attorneys' fees, of which it seeks recover. Accordingly, Plaintiff's Motion should be denied.

VII. Prayer

WHEREFORE, PREMISES CONSIDER, Defendants respectfully request that Plaintiff's Motion for Summary Judgment be, in all things stricken, or in the alternative denied, and, Defendants be awarded such other and further relief to which they are justly entitled.

Respectfully submitted,

/s/ J.B. Peacock, Jr.

J.B. Peacock, Jr.

State Bar No. 15678500

David M. Vereeke

State Bar No. 20457500

GAGNON, PEACOCK & VEREEKE, P.C.

1349 Empire Central Drive

Suite 500, Lock Box 56

Dallas, Texas 75247

Telephone: (214) 824-1414

Facsimile: (214) 824-5490

Email: attorneys@gapslaw.com

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

This is to certify that on the 25th day of August 2021, the foregoing document was served via electronic means upon Richard G. DaFoe (rdafoe@wslawpc.com) and Scott E. Hayes (shays@wslawpc.com).

/s/ J.B. Peacock, Jr.

Of Gagnon, Peacock & Vereeke, P.C.

CAUSE NO. DC-19-14060

| | | |
|---|---|-------------------------|
| JPMORGAN CHASE BANK, N.A., <i>Plaintiff,</i> | § | IN THE DISTRICT COURT |
| | § | |
| v. | § | 192nd JUDICIAL DISTRICT |
| | § | |
| ALL SAINTS CARE INJURY AND REHABILITATION CLINIC, INC., and JACKSON C. EHIIOGUH, <i>Defendants</i> | § | |
| | § | DALLAS COUNTY, TEXAS |

| | | |
|---|---|--|
| ALL SAINTS CARE INJURY AND REHABILITATION CLINIC, INC. <i>Plaintiff,</i> | § | |
| | § | |
| v. | § | |
| | § | |
| JPMORGAN CHASE BANK, N.A., RICHARD G. DAFOE, THOMAS M. SELLERS, KELLY R. FISHER, SCOTT E. HAYES, and MADELEINE C. HAYES, as SUBSTITUTE TRUSTEES <i>Defendants.</i> | § | |
| | § | |

DECLARATION OF JACKSON EHIIOGUH

“My name is Jackson C. Ehioguh. My date of birth is June 20, 1962. My business address is 606-608 Oriole Blvd., Duncanville, Texas 75116, United States of America. Unless otherwise stated, every statement made herein is within my personal knowledge and is true and correct.

“I am the President of All Saints Care Injury and Rehabilitation Clinic, Inc. (“All Saints”).

“All Saints is the rightful owner of the property located at 606-608 Oriole Blvd., Duncanville, Texas 75116 (“**Property**”). See Exhibit A, a true and correct copy of the Warranty Deed with Vendor’s Lien.



“On or about June 18, 2009, on behalf of All Saints, I executed a U.S. Small Business Administration Note payable to JPMorgan Chase Bank, N.A. (“**JPMC**”). On the same day, I executed a Deed of Trust to secure the payment of the Note was. *See* Exhibits B and C, a true and correct copy of the Note and Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement.

“On June 10, 2020, I paid to JPMC of \$34,140.86 for reimbursement of the taxes paid by JPMC. *See* Exhibit D, a true and correct copy of my Account Activity that I obtained online.

“On or about December 11, 2020, I received a Notice of Foreclosure Sale. *See* Exhibit E, a true and correct copy of the Notice of Foreclosure Sale. However, I was current on my loan payments at the time. In fact, I made a payment on December 22, 2020, that was accepted by JPMC. *See* Exhibit F, a true and correct copy of my receipt. The notice stated that my Property was set for a foreclosure sale on January 5, 2021. As a result, I retained counsel.

“On December 28, 2020, All Saints filed suit against JPMC and an Emergency Application for Temporary Restraining Order. On December 30, 2020, the County Court granted All Saints’ Emergency Application for Temporary Restraining Order.

“On or about January 6, 2021, I received a Notice of Foreclosure Sale scheduling another foreclosure for February 2, 2021. *See* Exhibit G, a true and correct copy of the Notice of Foreclosure Sale.

“On January 19, 2021, I made my monthly payment to JPMC, which was accepted. *See* Exhibit H, a true and correct copy of my receipt.

“On or about January 19, 2021, I received a Notice of Foreclosure Sale scheduling foreclosure for March 2, 2021. *See* Exhibit I, a true and correct copy of the Notice of Foreclosure Sale.

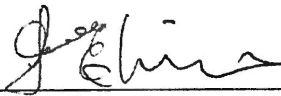
“On February 12, 2021, I made my monthly payment to JPMC, which was accepted. *See* Exhibit K, a true and correct copy of my receipt.

“On February 22, 2021, this Court granted All Saints’ request for temporary injunction. Shortly thereafter, JPMC began refusing my payments.

“I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.”

Executed in Dallas County, Texas, on August 25, 2021.

**ALL SAINTS CARE INJURY AND
REHABILITATION CLINIC, INC.**

By:  _____
Jackson C. Ehioguh, President

28

GF 97909000520 - 79 - FNT

GF #: FT2AA-97909000520

WARRANTY DEED WITH VENDOR'S LIEN

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

Date: June 12, 2009



DEED 200900174787
4 PGS

Grantor:
Amerway Leasing Corporation
Grantor's Mailing Address (including county):
703 Little Creek
Duncanville, Texas 75116

Grantee:
All Saints Care Injury & Rehabilitation
Clinic, Inc.

Grantee's Mailing Address (including county):
606 Oriole Blvd.
Duncanville, Texas 75116



Consideration:
SEE ATTACHED CONSIDERATION

Property (including any improvements):
Being part of Block A, Fairmeadows No. 10, an addition to the City of Duncanville, Dallas County, Texas, according to the plat thereof recorded in Volume 52, Page 1, Map Records, Dallas County, Texas, and being more particularly described as follows:

Beginning at a 1/2" iron rod set for corner in the East right-of-way line of Oriole Boulevard at the Southwest corner of a tract of land described in a Deed to Been Fu Lee of record in Volume 86185, Page 59, Deed Records of said county;

Thence North 89° 40' 11" East along the South boundary line of said Lee Tract, a distance of 269.77 feet to a point for corner at the Southeast corner thereof in the West boundary line of Camp Wisdom West Addition, an addition to the City of Dallas, Dallas County, Texas, according to the Plat thereof recorded in Volume 19, Page 341, Map Records of said county, from which a PK Nail found for reference bears South 89° 40' 11" West a distance of 0.74 feet;

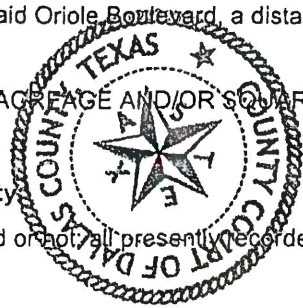
Thence South 00° 04' 27" East a distance of 313.11 feet to a 1/2" iron rod set for corner at the Northeast corner of Lot 7, Block A of said Fairmeadows No. 10;

Thence North 75° 19' 37" West along the North boundary lines of Lots 7, 8, 9 and 10, Block A of said Fairmeadows No. 10, a distance of 340.39 feet to a 1/2" iron rod set for corner in the East Right-of-Way line of said Oriole Boulevard at the Northwest corner of said Lot 10;

Thence North 14° 42' 00" East along the East right-of-way line of said Oriole Boulevard, a distance of 232.96 feet to the Place of Beginning and containing 1.880 acres of land.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

Reservations from and Exceptions to Conveyance and Warranty
Easements, rights-of-way, and prescriptive rights, whether of record or not, all presently recorded restrictions,



reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and taxes for 2009, the payment of which Grantee assumes.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

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

Wilbur Ketterman
Amerway Leasing Corporation
By:
Wilbur Ketterman, President

STATE OF Texas
COUNTY OF Dallas

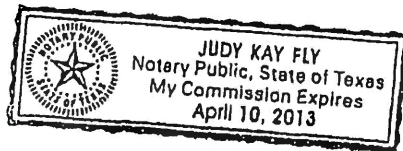
On 6-12-09 before me, Judy Fly
(Name, Title of Officer)

Personally appeared Wilbur Ketterman, President of Amerway Leasing Corporation

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is /are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Judy Fly
(Signature of Notary Public)



(This area for Notarial Seal)



GF #: FT2AA-97909000520

CONSIDERATION

TEN (\$10.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, to Grantor in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged and confessed, and for the further consideration of the execution and delivery by said Grantee of one certain promissory note in the principal sum of \$ 675,000.00, bearing even date herewith, payable to the order of JP Morgan Chase Bank N.A., hereinafter called Mortgagee, bearing interest as therein provided, said note being secured by a vendor's lien and superior title retained herein in favor of said Grantor and assigned to Mortgagee, and also being secured by a deed of trust of even date herewith from Grantee to Randall B. Durant, Trustee; and WHEREAS, Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the property hereinafter described, as evidenced by the above described promissory note, said vendor's lien and superior title against said property securing the payment of said promissory note are hereby assigned, transferred and delivered without recourse to Mortgagee, Grantor hereby conveying to said Mortgagee the said superior title to said property, subrogating said Mortgagee to all rights and remedies of Grantor in the premises by virtue of said lien.



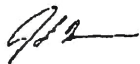
AFTER RECORDING RETURN TO:
Ashley Adams, Attorney at Law
515 N. Cedar Ridge Drive, Suite 3
Duncanville, TX 75116

All Saints Care Injury +
Rehabilitation Clinic Inc
404 Oriole
Suite 102
Duncanville, Texas 75116

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

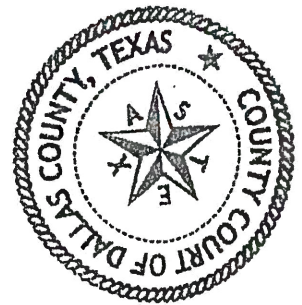



John F. Warren, County Clerk
Dallas County TEXAS

June 18, 2009 12:25:04

FEE: \$28.00





THE STATE OF TEXAS
COUNTY OF DALLAS

I hereby certify that the above and foregoing is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office under the volume and page or instrument # stamped thereon.
I hereby certify on

JAN 11 2021



COUNTY CLERK, Dallas County, Texas

By  Deputy





NOTE

| | |
|-------------------|--|
| SBA Loan # | ██████ 50-10 |
| SBA Loan Name | All Saints Care Injury and Rehabilitation Clinic, Inc. |
| Date | June 12, 2009 |
| Loan Amount | \$675,000.00 |
| Interest Rate | Variable |
| Borrower | All Saints Care Injury and Rehabilitation Clinic, Inc. |
| Operating Company | |
| Lender | JPMorgan Chase Bank, NA |

1. PROMISE TO PAY:

In return for the Loan, Borrower promises to pay to the order of Lender the amount of Six Hundred Seventy-five Thousand & 00/100 Dollars, interest on the unpaid principal balance, and all other amounts required by this Note.

2. DEFINITIONS:

"Collateral" means any property taken as security for payment of this Note or any guarantees of this Note.

"Guarantor" means each person or entity that signs a guarantee of payment of this Note.

"Loan" means the loan evidenced by this Note.

"Loan Documents" means the documents related to this loan signed by Borrower, any Guarantor, or anyone who pledges collateral.

"SBA" means the Small Business Administration, an Agency of the United States of America.

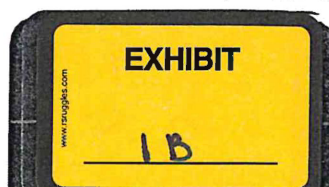
3. PAYMENT TERMS:

Borrower must make all payments at the place Lender designates. The payment terms for this Note are:

1. Maturity: This Note will mature in 20 years from date of Note.

2. Repayment Terms: The interest rate on this Note will fluctuate. The initial interest rate is 5.75% per year. This initial rate is the LIBOR Base Rate in effect on the first business day of the month in which SBA received the loan application, plus 2.431%. The initial interest rate must remain in effect until the first change period begins.

Borrower must pay principal and interest payments of \$4,771.51 every month, beginning one month from the month this Note is dated; payments must be made on the twelfth calendar day in the months they are due.



**PROMISSORY NOTE
(Continued)**

Page 2

Lender will apply each installment payment first to pay interest accrued to the day Lender receives the payment, then to bring principal current, then to pay any late fees, and will apply any remaining balance to reduce principal.

The interest rate will be adjusted monthly (the "change period").

The "LIBOR Base Rate" is the combination of the One Month London Interbank Offered Rate in effect on the first business day of the month (as published in the Wall Street Journal) in which SBA received the application, or any interest rate change occurs, plus an additional 3.0 percentage points. Base Rates will be rounded to two decimal places with .004 being rounded down and .005 being rounded up.

The adjusted interest rate will be 2.431% above the LIBOR Base Rate. Lender will adjust the interest rate on the first calendar day of each change period. The change in interest rate is effective on that day whether or not Lender gives Borrower notice of the change.

Lender must adjust the payment amount at least annually as needed to amortize principal over the remaining term of the note.

If SBA purchases the guaranteed portion of the unpaid principal balance, the interest rate becomes fixed at the rate in effect at the time of the earliest uncured payment default. If there is no uncured payment default, the rate becomes fixed at the rate in effect at the time of purchase.

Loan Prepayment:

Notwithstanding any provision in this Note to the contrary:

Borrower may prepay this Note. Borrower may prepay 20% or less of the unpaid principal balance at any time without notice. If Borrower prepays more than 20% and the Loan has been sold on the secondary market, Borrower must:

- a. Give Lender written notice;
- b. Pay all accrued interest; and
- c. If the prepayment is received less than 21 days from the date Lender receives the notice, pay an amount equal to 21 days' interest from the date lender receives the notice, less any interest accrued during the 21 days and paid under subparagraph b., above.

If Borrower does not prepay within 30 days from the date Lender receives the notice, Borrower must give Lender a new notice.

Subsidy Recoupment Fee. When in any one of the first three years from the date of initial disbursement Borrower voluntarily prepays more than 25% of the outstanding principal balance of the loan, Borrower must pay to Lender on behalf of SBA a prepayment fee for that year as follows:

- a. During the first year after the date on which the loan is first disbursed, 5% of the total prepayment amount;
- b. During the second year after the date on which the loan is first disbursed, 3% of the total prepayment amount; and
- c. During the third year after the date on which the loan is first disbursed, 1% of the total prepayment amount.

All remaining principal and accrued interest is due and payable 20 years from date of Note.

Late Charge: If a payment on this Note is more than 10 days late, Lender may charge Borrower a late fee of up to 5.00% of the unpaid portion of the regularly scheduled payment.

4. DEFAULT:

Borrower is in default under this Note if Borrower does not make a payment when due under this Note, or if Borrower or Operating Company:

- A. Fails to do anything required by this Note and other Loan Documents;
- B. Defaults on any other loan with Lender;
- C. Does not preserve, or account to Lender's satisfaction for, any of the Collateral or its proceeds;
- D. Does not disclose, or anyone acting on their behalf does not disclose, any material fact to Lender or SBA;
- E. Makes, or anyone acting on their behalf makes, a materially false or misleading representation to Lender or SBA;
- F. Defaults on any loan or agreement with another creditor, if Lender believes the default may materially affect

**PROMISSORY NOTE
(Continued)**

Page 3

Borrower's ability to pay this Note;

- G. Fails to pay any taxes when due;
- H. Becomes the subject of a proceeding under any bankruptcy or insolvency law;
- I. Has a receiver or liquidator appointed for any part of their business or property;
- J. Makes an assignment for the benefit of creditors;
- K. Has any adverse change in financial condition or business operation that Lender believes may materially affect Borrower's ability to pay this Note;
- L. Reorganizes, merges, consolidates, or otherwise changes ownership or business structure without Lender's prior written consent; or
- M. Becomes the subject of a civil or criminal action that Lender believes may materially affect Borrower's ability to pay this Note.

5. LENDER'S RIGHTS IF THERE IS A DEFAULT:

Without notice or demand and without giving up any of its rights, Lender may:

- A. Require immediate payment of all amounts owing under this Note;
- B. Collect all amounts owing from any Borrower or Guarantor;
- C. File suit and obtain judgement;
- D. Take possession of any Collateral; or
- E. Sell, lease, or otherwise dispose of, any Collateral at public or private sale, with or without advertisement.

6. LENDER'S GENERAL POWERS:

Without notice and without Borrower's consent, Lender may:

- A. Bid on or buy the Collateral at its sale or the sale of another lienholder, at any price it chooses;
- B. Incur expenses to collect amounts due under this Note, enforce the terms of this Note or any other Loan Document, and preserve or dispose of the Collateral. Among other things, the expenses may include payments for property taxes, prior liens, insurance, appraisals, environmental remediation costs, and reasonable attorney's fees and costs. If Lender incurs such expenses, it may demand immediate repayment from Borrower or add the expenses to the principal balance;
- C. Release anyone obligated to pay this Note;
- D. Compromise, release, renew, extend or substitute any of the Collateral; and
- E. Take any action necessary to protect the Collateral or collect amounts owing on this Note.

7. WHEN FEDERAL LAW APPLIES:

When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

8. SUCCESSORS AND ASSIGNS:

Under this Note, Borrower and Operating Company include the successors of each, and Lender includes its successors and assigns.

9. GENERAL PROVISIONS:

- A. All individuals and entities signing this Note are jointly and severally liable.
- B. Borrower waives all suretyship defenses.
- C. Borrower must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to acquire, perfect, or maintain Lender's liens on Collateral.
- D. Lender may exercise any of its rights separately or together, as many times and in any order it chooses. Lender may

PROMISSORY NOTE
(Continued)

Page 4

- delay or forgo enforcing any of its rights without giving up any of them.
- E. Borrower may not use an oral statement of Lender or SBA to contradict or alter the written terms of this Note.
 - F. If any part of this Note is unenforceable, all other parts remain in effect.
 - G. To the extent allowed by law, Borrower waives all demands and notices in connection with this Note, including presentment, demand, protest, and notice of dishonor. Borrower also waives any defenses based upon any claim that Lender did not obtain any guarantee; did not obtain, perfect, or maintain a lien upon Collateral; impaired Collateral; or did not obtain the fair market value of Collateral at a sale.

10. STATE-SPECIFIC PROVISIONS:

NONE.

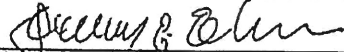
11. BORROWER'S NAME(S) AND SIGNATURE(S):

By signing below, each individual or entity becomes obligated under this Note as Borrower.

BORROWER:

ALL SAINTS CARE INJURY AND REHABILITATION CLINIC, INC.

By:



Jackson C. Ehloguh, President of All Saints Care
Injury and Rehabilitation Clinic, Inc.

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GF 97909000520 -79-FNT

RECORDATION REQUESTED BY:
JPMorgan Chase Bank, NA
Corsicana Business Banking LPO
101 N. Beaton Street
Corsicana, TX 75151

WHEN RECORDED MAIL TO:
JPMorgan Chase Bank, NA
Business Banking Loan Servicing TX2 - F126
P.O. Box 4660
Houston, TX 77210

DT 200900174788
9 PGS



SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FINANCING STATEMENT

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

THIS DEED OF TRUST is dated June 12, 2009, among All Saints Care Injury and Rehabilitation Clinic, Inc., a Texas corporation, whose address is 3227 Kildeer Trail, Grand Prairie, TX 75052 ("Grantor"); JPMorgan Chase Bank, NA, with a loan production office at Corsicana Business Banking LPO, 101 N. Beaton Street, Corsicana, TX 75151 (referred to below sometimes as "Beneficiary"); and Randall B. Durant (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, the following described real property, together with all existing or subsequently erected or affixed buildings, Improvements and fixtures; and all easements, rights of way, streets, roads, alleys and public places, privileges and appurtenances, public or private, now or hereafter used in connection with the Property; all rights to make divisions of the land that are exempt from the platting requirements of all applicable land division and/or platting acts, as amended from time to time; all water and water rights; and all other rights, royalties, and profits relating to the real property, including without limitation such rights as Grantor may have in all minerals, oil, gas, geothermal and similar matters. (the "Real Property") located in Dallas County, State of Texas;

See Exhibit "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 606-608 Orlole Blvd., Duncanville, TX 75116.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise. However, this Deed of Trust shall not secure, and the "indebtedness" shall not include, any obligations arising under Subchapters E and F of Chapter 342 of the Texas Finance Code, as amended.

Grantor hereby absolutely assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

PURPOSE OF LOAN. The Note in the amount of \$675,000.00 represents, in part or in whole, cash or other financial accommodations advanced or committed by Lender to Grantor on June 12, 2009 at Grantor's request and which Grantor will use under its charter powers to discharge corporate debts. Grantor represents to Lender that its board of directors has authorized its legally elected, qualified, and acting officers to execute the Note and this Deed of Trust.

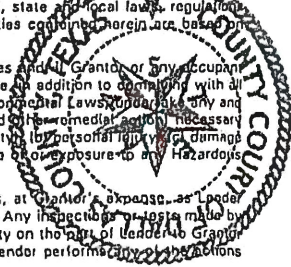
POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) during the period of Grantor's ownership of the Property, there has been no generation, manufacture, treatment, refinement, transportation, disposal, release or threatened release of any Hazardous Substances by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any generation, manufacture, treatment, refinement, transportation, disposal, release or threatened release of any Hazardous Substances on, under, about or from the Property by any prior owners or occupants of the Property or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property (an "occupant") shall use, generate, manufacture, store, treat, refine, transport, dispose of or release any Hazardous Substances on, under, about or from the Property; (b) if any such activity occurs, any such activity shall be conducted in compliance with all applicable federal, state and local laws, regulations and ordinances, including, without limitation, all Environmental Laws; and (c) Grantor shall exercise due diligence in investigating the Property for Hazardous Substances.

Grantor and any occupants at the Property shall exercise extreme care in handling Hazardous Substances and, if Grantor or any occupant uses or encounters any Hazardous Substances at the Property, Grantor shall, at its own cost and expense, in addition to complying with all applicable federal, state and local laws, regulations and ordinances, including, without limitation, all Environmental Laws, take any and all preventive, investigatory or remedial action (including emergency response, removal, containment and other remedial action) necessary to prevent or minimize (a) property damage (including damage to Grantor's or any occupant's own property), (b) personal injury or damage to the environment or (c) the threat of any such damage or injury, in each case, by reason of any release or exposure to any Hazardous Substances at the Property or the operations of Grantor or any occupant at the Property.

Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of this Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. If, pursuant to the section set forth below regarding expenditures by Lender, Lender performs any of the actions



DEED OF TRUST
(Continued)

required of Grantor under this section of the Deed of Trust, Lender shall not, by reason of such performance, be deemed to be assuming any responsibility of Grantor under any Environmental Law or to any third party.

Grantor shall immediately notify Lender upon becoming aware of any of the following: (a) any spill, release or disposal of any Hazardous Substances at the Property or in connection with any of operations at the Property, if such spill, release or disposal must be reported to any governmental authority under applicable Environmental Laws; (b) any contamination, or imminent threat of contamination, of the Property by any Hazardous Substances or any violation of Environmental Laws in connection with the Property or any operations conducted at the Property; (c) any order, notice of violation, fine, penalty or other similar action by any governmental authority relating to Hazardous Substances, Environmental Laws, the Property or the operations conducted at the Property; (d) any Judicial or administrative investigation or proceeding relating to Hazardous Substances, Environmental Laws, the Property or the operations conducted at the Property; (e) any matters relating to Hazardous Substances or Environmental Laws that would give a reasonably prudent lender cause to be concerned that the value of Lender's security interest in the Property may be reduced or threatened or that may impair, or threaten to impair, Grantor's ability to perform any of its obligations under this Deed of Trust when such performance is due. Grantor shall deliver to Lender, at Lender's request, copies of any and all documents in Grantor's possession (or to which it has access) relating to Hazardous Substances, Environmental Laws, the Property or the operations conducted at the Property, including, without limitation, the results of laboratory analysis, site assessments or studies, environmental audit reports and other consultants' studies and reports.

Grantor hereby: (1) releases and waives any future claims against any Indemnified Person (as defined in the Indemnity provision in the MISCELLANEOUS PROVISIONS section below) for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws; and (2) agrees to indemnify and hold harmless each Indemnified Person against any and all obligations, actions, judgments, suits, claims, losses, liabilities, damages, penalties, disbursements, costs and expenses, of any kind or nature, which any Indemnified Person may directly or indirectly sustain or suffer resulting from, relating to, arising out of or arising as a consequence of (a) any breach of this section of the Deed of Trust, (b) any use, generation, manufacture, storage, treatment, refinement, transportation, disposal, release or threatened release of any Hazardous Substances occurring during or prior to Grantor's ownership of the Property, whether or not the same was or should have been known to Grantor, (c) any investigatory or remedial action involving the Property, the operations conducted at the Property or any other operations of Grantor or any occupant at the Property that is required by any Environmental Laws and (d) the contamination of the Property by any Hazardous Substances, by any means whatsoever (including, without limitation, any migration of any Hazardous Substances onto the Property, present or future). The provisions of this section of the Deed of Trust, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's or any Indemnified Person's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent. This restriction will not apply to rights and easements (such as gas and oil) not owned by Grantor and of which Grantor has informed Lender in writing prior to Grantor's signing of this Deed of Trust.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUPLICATE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Texas law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due, except for the Existing Indebtedness referred to below, and except as otherwise provided in this Deed of Trust.

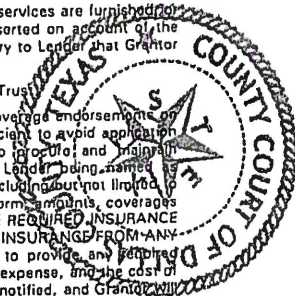
Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and Lender's reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender, with losses made payable to Lender. GRANTOR MAY FURNISH THE REQUIRED INSURANCE THROUGH EXISTING POLICIES OWNED OR CONTROLLED BY GRANTOR OR THROUGH EQUIVALENT INSURANCE FROM ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF TEXAS. If Grantor fails to provide any required insurance or fails to continue such insurance in force, Lender may, but shall not be required to, do so at Grantor's expense, and the cost of the insurance will be added to the Indebtedness. If any such insurance is procured by Lender, Grantor will be so notified, and Grantor will have the option of furnishing equivalent insurance through any insurer authorized to transact business in Texas. Grantor, upon request of



Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures paid by Lender for such purposes will then bear interest at the Note rate from the date paid by Lender to the date of repayment by Grantor. To the extent permitted by applicable law, all such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand, (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy, (2) the remaining term of the Note, or (3) be treated as a balloon payment which will be due and payable at the Note's maturity. The Property also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

No Other Liens. Grantor will not, without the prior written consent of Lender, create, place, or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, any deed of trust, voluntary or involuntary lien, whether statutory, constitutional or contractual (except for liens for ad valorem taxes on the Real Property which are not delinquent), security interest, encumbrance or charge, against or covering the Property, or any part thereof, other than as permitted in this Deed of Trust, regardless of whether the same are expressly or otherwise subordinate to the liens and security interests created by this Deed of Trust.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION, JUDGMENTS AND AWARDS. The following provisions relating to condemnation proceedings, judgments, decrees and awards for injury to the Property are a part of this Deed of Trust:

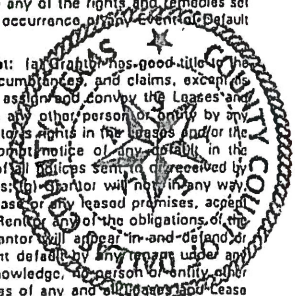
Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. To the extent permitted by applicable law, all judgments, decrees and awards for injury or damage to the Property, or any part of the Property, and awards pursuant to proceedings for condemnation of the Property, are hereby absolutely assigned to Lender, and if all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award, judgment or decree shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

ASSIGNMENT OF RENTS AND LEASES. The following provisions relating to this Deed of Trust as an assignment of Rents and Leases are a part of this Deed of Trust:

License to Grantor. Unless and until Lender exercises its right to collect the Rents as provided below, and so long as no Event of Default exists, Grantor shall have a license to (a) remain in possession and control of the Property, (b) operate and manage the Property and (c) collect the Rents; provided that the granting of such license shall not constitute Lender's consent to the use of cash collateral in any bankruptcy proceedings. The foregoing license shall automatically and immediately terminate, without notice to Grantor, upon the occurrence of any Event of Default. After the occurrence of any Event of Default, Lender may exercise any of the rights and remedies set forth below and/or elsewhere in this Deed of Trust. Any Rents that are collected by Grantor after the occurrence of any Event of Default shall be held in trust for the benefit of Lender.

Grantor's Representations, Warranties and Covenants. Grantor represents, warrants and covenants that: (a) Grantor has good title to the Leases and is entitled to receive the Rents, in each case, free and clear of all rights, liens, encumbrances, and claims, except as disclosed and accepted by Lender in writing; (b) Grantor has the full right, power and authority to assign and convey the Leases and Rents to Lender; (c) Grantor has not previously assigned or conveyed the Leases and/or the Rents to any other person or entity by any instrument now in force; (d) Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Leases and/or the Rents; (e) Grantor will fulfill and perform its obligations under all Leases and will give Lender prompt notice of any default in the performance of the terms of any of the Leases by either Grantor or any tenant, together with copies of all notices sent or received by Grantor in connection with any Lease; (f) Grantor will enforce the tenants' obligations under the Leases; (g) Grantor will not, in any way, enter into any new Lease, amend, assign, cancel, or terminate any Lease, accept a surrender of any Lease or any leased premises, accept any payment of Rent more than one month in advance or waive, release, discharge or compromise any Rent or any of the obligations of the tenants under any of the Leases, in each case, without the prior written consent of Lender; (h) Grantor will appear in and defend or prosecute any action growing out of any Lease, at Grantor's cost and expense; (i) there is no present default by any tenant under any Lease; (j) all existing Leases are in full force and effect and unmodified; (k) to the best of Grantor's knowledge, no person or entity other than authorized tenants is in possession of all or any part of the Property; (l) Grantor will provide copies of any and all instruments and



DEED OF TRUST
(Continued)

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amendments, and all records relating thereto, to Lender upon Lender's request.

Lender's Right To Receive and Collect Rents. Subject to the license granted to Grantor above, Lender shall have the right, at any time from and after the occurrence of any Event of Default, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority: (a) Lender may send notices to any and all tenants of the Property advising them of this assignment and directing all Rents to be paid directly to Lender or Lender's agent; (b) Lender may (i) enter upon and take possession of the Property, (ii) demand, collect and receive from the tenants (or from any other persons liable therefor) all of the Rents of the Property, (iii) institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property and collect the Rents, (iv) remove any tenant or other persons from the Property, (v) enter upon the Property to maintain the Property and keep the same in repair, and pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition and (vi) pay all taxes, assessments and water utilities and the premiums on fire and other insurance effected by Lender on the Property; (c) Lender may do any and all things necessary or advisable to execute and comply with all applicable laws, rules, orders, ordinances and requirements of all governmental agencies; (d) Lender may (i) rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate and (ii) modify, terminate or accept the surrender of any Leases and/or waive, release, discharge or compromise any Rent or any obligations of any of the tenants under the Leases; (e) Lender may make any payment including necessary costs, expenses and reasonable attorney fees, or perform any action required of Grantor under any Lease, without releasing Grantor from the obligation to do so and without notice to or demand on Grantor; (f) Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents; and (g) Lender may do all such other things and acts with respect to the Property, the Leases and the Rents as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor. Lender has all of the powers of Grantor for the purposes stated above. Lender shall not be required to do any of the foregoing acts or things and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing. The foregoing rights and remedies of Lender are in addition to and not in limitation of the rights and remedies of Lender under the RIGHTS AND REMEDIES UPON DEFAULT section of this Deed of Trust, including the rights and remedies set forth in the "Collect Rents" provision, all of which rights and remedies are incorporated into this ASSIGNMENT OF RENTS section.

Application of Rents. Any Rents received by Lender shall be applied against the indebtedness (including Lender's costs and expenses) in such order or manner as Lender shall elect in its sole discretion.

Right to Rely. Grantor hereby irrevocably authorizes and directs the tenants under the Leases to pay Rents to Lender upon written demand by Lender, without further consent of Grantor. The tenants may rely upon any written statement delivered by Lender to the tenants. Any such payment to Lender shall constitute payment to Grantor under the Leases. The provisions of this paragraph are intended solely for the benefit of the tenants and shall never inure to the benefit of Grantor or any person claiming through or under Grantor, other than a tenant who has not received such notice. The assignment of Rents and Leases set forth herein is not contingent upon any notice or demand by Lender to the tenants.

Lender In Possession. Lender's acceptance of this Deed of Trust shall not, prior to entry upon and taking possession of the Property by Lender, be deemed to constitute Lender a "lender in possession," nor obligate Lender to: (a) appear in or defend any proceedings relating to any of the Leases, the Rents or to the Property; (b) take any action hereunder; (c) expend any money, incur any expenses or perform any obligations or liability under the Leases; or (d) assume any obligation for any deposits delivered to Grantor by any tenant and not delivered to Lender. Lender shall not be liable for any injury or damage to any person or property in or about the Property, Grantor indemnifies Lender and holds it harmless from all liability or damages which Lender may incur under any Lease and from all claims and demands which may be asserted against Lender by reason of any alleged obligation on its part to perform any term of any Lease.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Grantor hereby authorizes Lender to file such financing statements with respect to the Property as Lender shall deem appropriate and Grantor shall take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Grantor a release of this Deed of Trust lien and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. However, it is agreed that the payment of all the indebtedness and performance of such obligations shall not terminate this Deed of Trust unless the liens and interests created hereby are released by Lender by a proper recordable instrument. Any filing fees required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

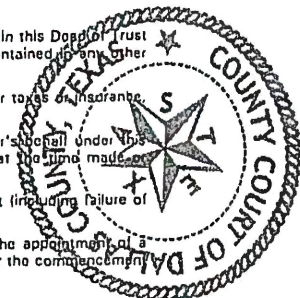
Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust, the Note, or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement



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of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure, repossession, attachment, levy, execution, or forfeiture proceedings, whether by judicial proceeding, self-help, or any other method, by any creditor of Grantor, or by any governmental agency against the Collateral or any other assets of Grantor. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

Events Affecting Guarantor. Any of the preceding Events of Default occurs with respect to any guarantor of the indebtedness as if the word "guarantor" were substituted for the word "Grantor" in such Event of Default, or any guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy will not bar any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender may declare the unpaid principal balance of the indebtedness due and payable. In no event will Grantor be required to pay any unearned interest.

Foreclosure. If Lender invokes the power of sale, Trustee, at the request of Lender, may sell all or any portion of the Property at public auction to the highest bidder for cash at the location within the courthouse designated by the County Commissioners Court, or if no such area has been designated, at the area designated in the notice of sale within the courthouse, between the hours of 10:00 A.M. and 4:00 P.M. on the first Tuesday of any month, after the Trustee or its agent has given notice of the time and place of sale and of the property to be sold as required by the Texas Property Code, as then amended.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. As additional security for the payment of the indebtedness, Grantor hereby absolutely assigns to Lender all Rents as defined in the Definitions section of this Deed of Trust. Until the occurrence of an Event of Default, Grantor is granted a license to collect and retain the Rents; however, upon receipt from Lender of a notice that an Event of Default exists under this Deed of Trust, Lender may terminate Grantor's license, and then Lender, as Grantor's agent, may collect the Rents. In addition, if the Property is vacant, Lender may rent or lease the Property. Lender shall not be liable for its failure to rent the Property, to collect any Rents, or to exercise diligence in any matter relating to the Rents; Lender shall be accountable only for Rents actually received. Lender neither has nor assumes any obligation as lessor or landlord with respect to any occupant of the Property. Rents so received shall be applied by Lender first to the remaining unpaid balance of the indebtedness, in such order or manner as Lender shall elect, and the residue, if any, shall be paid to the person or persons legally entitled to the residue.

Trustee's Powers. Grantor hereby jointly and severally authorizes and empowers Trustee to sell all or any portion of the Property together or in lots or parcels, as Trustee may deem expedient, and to execute and deliver to the purchaser or purchasers of such Property good and sufficient deeds of conveyance of fee simple title, or of lesser estates, and bills of sale and assignments, with covenants of general warranty made on Grantor's behalf. In no event shall Trustee be required to exhibit, present or display at any such sale any of the Property to be sold at such sale. The Trustee making such sale shall receive the proceeds of the sale and shall apply the same as provided below. Payment of the purchase price to Trustee shall satisfy the liability of the purchaser at any such sale of the Property, and such person shall not be bound to look after the application of the proceeds.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, (2) vacate the Property immediately upon the demand of Lender, or (3) if such tenants refuse to surrender possession of the Property upon demand, the purchaser shall be entitled to institute and maintain the statutory action of forcible entry and detainer and procure a writ of possession thereunder, and Grantor expressly waives all damages sustained by reason thereof.

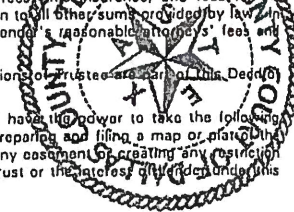
Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Trustee may convey all or any part of the Property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty. Grantor waives all requirements of appraisal, if any. The affidavit of any person having knowledge of the facts to the effect that proper notice as required by the Texas Property Code was given shall be prima facie evidence of the fact that such notice was in fact given. Recitals and statements of fact in any notice or in any conveyance to the purchaser or purchasers of the Property in any foreclosure sale under this Deed of Trust shall be prima facie evidence of the truth of such facts, and all prerequisites and requirements necessary to the validity of any such sale shall be presumed to have been performed. Any sale under the powers granted by this Deed of Trust shall be a perpetual bar against Grantor, Grantor's heirs, successors, assigns and legal representatives.

Proceeds. Trustee shall pay the proceeds of any sale of the Property (a) first, to the expenses of foreclosure, including reasonable fees or charges paid to the Trustee, including but not limited to fees for enforcing the lien, posting for sale, selling, or releasing the Property, (b) then to Lender the full amount of the indebtedness, (c) then to any amount required by law to be paid before payment to Grantor, and (d) the balance, if any, to Grantor.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as Lender's attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including Lender's reasonable attorneys' fees and expenses for bankruptcy proceedings including efforts to modify or vacate any automatic stay or injunction, appeals, and any anticipated post-judgment collection activities, the cost of recording records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law, in the event of foreclosure of this Deed of Trust, Lender shall be entitled to recover from Grantor Lender's reasonable attorneys' fees and actual disbursements that Lender necessarily incurs in pursuing such foreclosure.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are set forth in this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interests therein under this Deed of Trust.



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Obligations to Notify. Trustee shall not be obligated to notify any other lienholder of the Property of the commencement of a foreclosure proceeding or of the commencement of any other action to which Lender may avail itself as a remedy, except to the extent required by applicable law or by written agreement.

Trustee. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Substitute Trustee. Lender, at Lender's option, from time to time, and more than once, may appoint in writing a successor or substitute trustee, with or without cause, including the resignation, absence, death, inability, refusal or failure to act of the Trustee. The successor or substitute trustee may be appointed without ever requiring the resignation of the former trustee and without any formality except for the execution and acknowledgment of the appointment by the beneficiary of this Deed of Trust. The successor or substitute trustee shall then succeed to all rights, obligations, and duties of the Trustee. This appointment may be made on Lender's behalf by the President, any Vice President, Secretary, or Cashier of Lender.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

JURY WAIVER. THE UNDERSIGNED AND LENDER (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG THE UNDERSIGNED AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT, THE RELATED DOCUMENTS, OR ANY RELATIONSHIP BETWEEN OR AMONG THE UNDERSIGNED AND LENDER WHETHER ANY SUCH RIGHT NOW OR HEREAFTER EXISTS. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE FINANCING EVIDENCED BY THIS DOCUMENT AND THE RELATED DOCUMENTS.

LIABILITY AND INDEMNIFICATION OF TRUSTEE. In addition to the other powers and obligations of the Trustee provided in this Deed of Trust, Trustee shall not be liable for any error of judgment or act done by Trustee in good faith, or be otherwise responsible or accountable under any circumstances whatsoever (including, without limitation, Trustee's negligence) except for Trustee's gross negligence or willful misconduct. Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder, believed by him in good faith to be genuine. All monies received by the Trustee, until used or applied as provided herein, shall be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other monies (except to the extent required by law), and Trustee shall be under no liability for interest on any monies received by him hereunder. Grantor will reimburse Trustee (or, and indemnify and hold him harmless against, any and all liability and expenses (including, without limitation, reasonable attorneys' fees) which may be incurred by Trustee in the performance of his duties hereunder (Trustee shall include the shareholders, directors, officers, partners, employees, representatives and agents of Trustee and any persons or entities owned or controlled by, owning or controlling, or under control or affiliated with Trustee). The foregoing indemnity shall not terminate upon release, foreclosure or other termination of this Deed of Trust.

GOVERNING LAW AND VENUE. The Lender's loan production office for this transaction is located at the address and in the State (the "LPO State") indicated in the LPO address or the loan production office address on the first page of this document. Subject to the paragraph in this document titled "Applicable Law", this document and the Related Documents will be governed by, construed and enforced in accordance with federal law and the laws of the LPO State, except for matters related to interest and the exportation of interest, which matters shall be governed by and interpreted in accordance with federal law (including, but not limited to, statutes, regulations, interpretations and opinions) and the laws of the State of Ohio. However, if there is ever a question about whether any provision of this document is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. This document and the Related Documents have been made by Lender in the State of Ohio. If there is a lawsuit, the undersigned agrees upon Lender's request to submit to the jurisdiction of the courts of the county in the LPO State in which the Lender's loan production office is located.

INFORMATION WAIVER. Lender may provide, without any limitation whatsoever, to any one or more purchasers, potential purchasers, or affiliates of JPMorgan Chase & Co., any information or knowledge Lender may have about Grantor or about any matter relating to this Deed of Trust, and Grantor hereby waives any right to privacy Grantor may have with respect to such matters.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

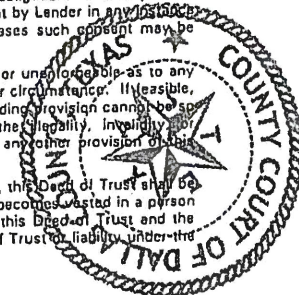
Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Applicable Law. The Loan secured by this instrument was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations: (a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law. (b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing loans, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan. Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If possible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.



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Page 7

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Indemnity. Grantor hereby agrees to indemnify, defend and hold harmless Lender, and its officers, directors, employees, agents and representatives (each an "Indemnified Person"), from and against any and all liabilities, obligations, claims, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature (collectively, the "Claims") which may be imposed on, incurred by or asserted against any Indemnified Person (whether or not caused by an Indemnified Person's sole, concurrent or contributory negligence) arising in connection with the Related Documents, the Indebtedness or the Property (including, without limitation, the enforcement of the Related Documents and the defense of any Indemnified Person's action and/or inaction in connection with the Related Documents), except to the limited extent that the Claims against the Indemnified Person are proximately caused by such Indemnified Person's gross negligence or willful misconduct. The indemnification provided for in this section shall survive the termination of this Deed of Trust and shall extend and continue to benefit each individual or entity who is, becomes or has any time been an Indemnified Person hereunder.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code to the extent that this Deed of Trust encumbers Personal Property that is governed by the Texas Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means JPMorgan Chase Bank, NA, and its successors and assigns.

Borrower. The word "Borrower" means All Saints Care Injury and Rehabilitation Clinic, Inc., and all other persons and entities signing the Note in whatever capacity.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all federal, state, local and foreign statutes, judicial decisions, regulations, ordinances, rules, judgments, orders, decrees, plans, injunctions, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to (i) the protection of the environment, (ii) the effect of the environment on human health, (iii) emissions, discharges or releases of pollutants, contaminants, hazardous substances or wastes into surface water, ground water or land, or (iv) the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, hazardous substances or wastes or the clean-up or other remediation thereof.

Event of Default. The words "Event of Default" mean any of the Events of Default set forth in this Deed of Trust in the Events of Default section of this Deed of Trust.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Deed of Trust.

Grantor. The word "Grantor" means All Saints Care Injury and Rehabilitation Clinic, Inc.

Hazardous Substances. The words "Hazardous Substances" mean all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. In addition, and without limitation, the term "Indebtedness" includes all amounts identified in the Cross-Collateralization paragraph of this Deed of Trust.

Lender. The word "Lender" means JPMorgan Chase Bank, NA, its successors and assigns.

Note. The word "Note" means the promissory note dated June 12, 2009, in the original principal amount of \$675,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, bonuses, accounts receivable, cash, security deposits, advance rentals and other payments and/or benefits, of every kind and nature, derived from the Property, including Grantor's right to enforce the Leases and to receive and collect payments and proceeds under the Leases.

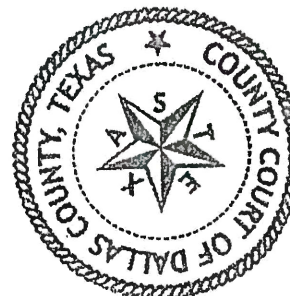
Trustee. The word "Trustee" means Randall B. Durant, whose address is 1717 Main Street, Dallas, TX 75201 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

ALL SAINTS CARE INJURY AND REHABILITATION CLINIC, INC.

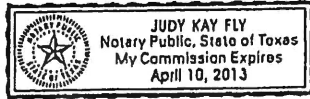
By: Jackson C. Ehioguh
Jackson C. Ehioguh, President of All Saints Care
Injury and Rehabilitation Clinic, Inc.



CORPORATE ACKNOWLEDGMENT

STATE OF Texas)
) SS
COUNTY OF Dallas)

This instrument was acknowledged before me on 6-12, 2009 by Jackson C. Ehloguh, President of All Saints Care Injury and Rehabilitation Clinic, Inc. a Texas corporation, on behalf of said corporation.



Judy Kay Fly
Notary Public, State of Texas

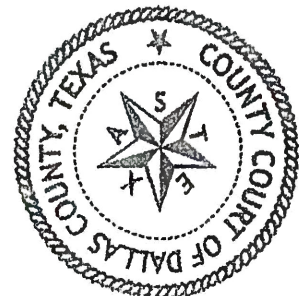


EXHIBIT A

Being part of Block A, Fairmeadows No. 10, an addition to the City of Duncanville, Dallas County, Texas, according to the plat thereof recorded in Volume 52, Page 1, Map Records, Dallas County, Texas, and being more particularly described as follows:

Beginning at a 1/2" iron rod set for corner in the East right-of-way line of Oriole Boulevard at the Southwest corner of a tract of land described in a Deed to Been Fu Lee of record in Volume 86185, Page 59, Deed Records of said county;

Thence North 89° 40' 11" East along the South boundary line of said Lee Tract, a distance of 269.77 feet to a point for corner at the Southeast corner thereof in the West boundary line of Camp Wisdom West Addition, an addition to the City of Dallas, Dallas County, Texas, according to the Plat thereof recorded in Volume 19, Page 341, Map Records of said county, from which a PK Nail found for reference bears South 89° 40' 11" West a distance of 0.74 feet;

Thence South 00° 04' 27" East a distance of 313.11 feet to a 1/2" iron rod set for corner at the Northeast corner of Lot 7, Block A of said Fairmeadows No. 10;

Thence North 75° 19' 37" West along the North boundary lines of Lots 7, 8, 9 and 10, Block A of said Fairmeadows No. 10, a distance of 340.39 feet to a 1/2" iron rod set for corner in the East Right-of-Way line of said Oriole Boulevard at the Northwest corner of said Lot 10;

Thence North 14° 42' 00" East along the East right-of-way line of said Oriole Boulevard, a distance of 232.96 feet to the Place of Beginning and containing 1.880 acres of land.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

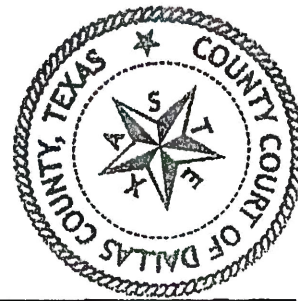
A handwritten signature in black ink, appearing to read "JFW".

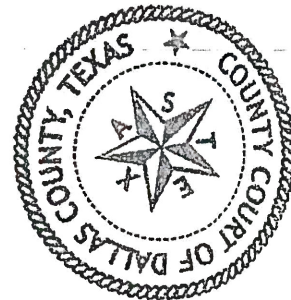
John F. Warren, County Clerk
Dallas County TEXAS

June 18, 2009 12:25:04

FEE: \$48.00

200900174788





THE STATE OF TEXAS
COUNTY OF DALLAS

I hereby certify that the above and foregoing is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office under the volume and page or instrument # stamped thereon.
I hereby certify on

JAN 11 2021



COUNTY CLERK, Dallas County, Texas

By [Signature] Deputy

CHASE *for* BUSINESS

Printed from Chase for Business

BB-SBA LINE OF CREDIT (...5002)

ALL SAINTS CARE INJURY AND REHAB

\$513,223.07

Current balance

\$470,163.45
Principal balance

\$0.00
Available credit

\$470,163.45
Average balance

Off
Automatic payments

\$515,981.12
Amount due

Dec 31, 9999
Next payment due



Account activity

POSTED

| Date | Description | Amount | Balance |
|--------------|-----------------|------------|--------------|
| Jan 22, 2021 | WAIVE ASSESSED | \$3,247.89 | \$470,163.45 |
| Jan 19, 2021 | REG PYMT REV | \$3,820.00 | \$470,163.45 |
| | REGULAR PAYMENT | \$3,820.00 | \$470,163.45 |
| Dec 22, 2020 | PRINCIPAL PMT | \$3,800.00 | \$470,163.45 |
| | REG PYMT REV | \$3,800.00 | \$473,963.45 |
| | REGULAR PAYMENT | \$3,800.00 | \$473,963.45 |
| Nov 27, 2020 | FEE ASSESSMENT | \$3,247.89 | \$473,963.45 |
| Nov 7, 2020 | CURTAILMENT | \$7,213.00 | \$473,963.45 |
| | CURTAILMENT REV | \$7,213.00 | \$488,028.45 |
| | CURTAILMENT | \$7,213.00 | \$480,815.45 |
| | REG PYMT REV | \$7,213.00 | \$486,707.44 |
| | REGULAR PAYMENT | \$7,213.00 | \$483,874.80 |
| | REG PYMT REV | \$7,213.00 | \$486,707.44 |
| | REGULAR PAYMENT | \$7,213.00 | \$483,875.38 |
| Sep 14, 2020 | CURTAILMENT | \$6,852.00 | \$481,176.45 |
| | REG PYMT REV | \$6,852.00 | \$488,028.45 |
| | REGULAR PAYMENT | \$6,852.00 | \$486,707.44 |
| | REG PYMT REV | \$6,852.00 | \$488,028.45 |

| Date | Description | Amount | Balance |
|--------------|-----------------|--------------|--------------|
| | REGULAR PAYMENT | \$6,852.00 | \$486,707.44 |
| Sep 1, 2020 | DECR LINE AMT | \$505,695.53 | \$488,028.45 |
| Jul 8, 2020 | REGULAR PAYMENT | \$6,851.79 | \$488,028.45 |
| Jun 10, 2020 | REGULAR PAYMENT | \$34,140.86 | \$492,581.52 |
| Jun 5, 2020 | REGULAR PAYMENT | \$3,800.00 | \$514,110.68 |
| May 5, 2020 | REGULAR PAYMENT | \$3,800.00 | \$514,110.68 |
| Apr 10, 2020 | REGULAR PAYMENT | \$3,800.00 | \$514,110.68 |
| Mar 11, 2020 | FEE ASSESSMENT | \$180.31 | \$514,110.68 |
| Feb 11, 2020 | FEE ASSESSMENT | \$180.31 | \$514,110.68 |
| Jan 18, 2020 | REGULAR PAYMENT | \$3,700.00 | \$514,110.68 |
| Jan 13, 2020 | FEE ASSESSMENT | \$180.31 | \$514,110.68 |
| Dec 11, 2019 | FEE ASSESSMENT | \$180.31 | \$514,110.68 |
| Nov 12, 2019 | FEE ASSESSMENT | \$180.31 | \$514,110.68 |
| Oct 11, 2019 | FEE ASSESSMENT | \$180.31 | \$514,110.68 |
| Sep 11, 2019 | FEE ASSESSMENT | \$180.31 | \$514,110.68 |
| Sep 4, 2019 | REGULAR PAYMENT | \$4,000.00 | \$514,110.68 |
| Aug 29, 2019 | DECR ACCR PAID | \$67.88 | \$514,110.68 |
| | INCR BAL ADJ | \$9,933.00 | \$514,110.68 |
| Aug 12, 2019 | FEE ASSESSMENT | \$180.31 | \$504,177.68 |
| Jul 11, 2019 | FEE ASSESSMENT | \$180.31 | \$504,177.68 |
| Jul 3, 2019 | REGULAR PAYMENT | \$4,000.00 | \$504,177.68 |
| Jun 11, 2019 | FEE ASSESSMENT | \$180.31 | \$504,177.68 |
| May 13, 2019 | FEE ASSESSMENT | \$180.31 | \$504,177.68 |

This information may not reflect your most recent transactions.

WADDELL | SERAFINO

GEARY ■ RECHNER ■ JENEVEIN

1601 Elm Street | Suite 4100 | Dallas, Texas 75201
Main 214.979.7400 | Fax 214.979.7402

RICHARD G. DAFOE
DIRECT: 214-979-7427
RDAFOE@WSLAWPC.COM

December 11, 2020

All Saints Care Injury and Rehabilitation Clinic, Inc.
c/o Jackson Ehioguh
606 Oriole Blvd, Ste 102
Duncanville, Texas 75116

Via CMRRR

9489 0090 0027 6181 7227 75

and Via Regular Mail

RE: NOTICE OF FORECLOSURE SALE: U.S. Small Business Administration Note dated June 12, 2009, in the original amount of \$675,000.00 as otherwise renewed, extended, and/or modified, including but not limited to the Business Loan Agreement dated June 12, 2009 (collectively, the "Note"), between JPMorgan Chase Bank, N.A. ("Chase") and All Saints Care Injury and Rehabilitation Clinic, Inc. ("Borrower"), guaranteed by Jackson C. Ehioguh ("Guarantor"); and as secured by that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement recorded as Instrument Number 200900174788 on June 18, 2009 in the real property records of Dallas County ("Deed of Trust") granting a security interest on the property more particularly described therein and more commonly referred to as 606-608 Oriole Blvd., Duncanville, Texas 75116 (the "Property").

Dear Mr. Ehioguh:

This firm represents Chase, regarding the above-referenced Note and Deed of Trust. You were previously notified that the Borrower was in default under the terms of the Note and Chase has made demand for payment by reason of the Borrower's default under the terms and conditions of the Deed of Trust and the Note.

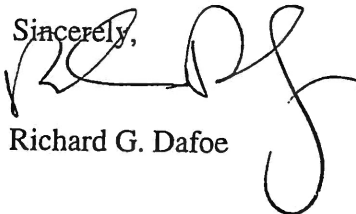
As of December 10, 2020, the Note has an unpaid balance of \$564,834.24 total unpaid principal due in the amount of \$473,963.45, interest in the amount of \$12,468.37, late charges in the amount of \$3,245.58, fees due in the amount of \$11,074.17, tax lien payment of \$47,034.25, and attorneys fees in the amount of \$17,048.42. Per diem interest continues to accrue at \$78.99. In addition to the Note, other indebtedness is due Chase from Borrower. In addition to the principal and unpaid accrued interest, the Borrower, under the terms of the Note and the Deed of Trust, is liable for trustees' fees, attorneys' fees and expenses incurred by Chase in connection with the collection of this matter, as well as other indebtedness due Chase from Borrower.



This letter is also formal notice that on January 5, 2021, Chase will proceed with foreclosure of all of the mortgaged property described in the Deed of Trust, real, personal, or mixed, including the real property described in the attached Notice of Foreclosure Sale. In the event the mortgaged property secured by the Deed of Trust is sold at foreclosure for an amount insufficient to satisfy the entire unpaid balance of principal and accrued interest, trustee's fees, attorneys' fees, and expenses incurred in connection with the foreclosure, you will be liable for the deficiency.

Enclosed is a copy of a Notice of Foreclosure Sale posted this date for the public non-judicial sale of the said mortgaged property described in the Deed of Trust securing the Note. Such sale, as authorized by the said Deed of Trust, will take place on **Tuesday, January 5, 2021 and shall begin no earlier than 10:00 a.m. or no later than three hours thereafter.** The sale will take place in Dallas County in the area outside on the north side of the George Allen Courts Building facing Commerce Street below the overhand in Dallas County, Texas, or as designated by the County Commissioners or as designated by the county commissioners.

ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOUR SPOUSE IS SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL GUARD OR THE NATIONAL GUARD OF ANOTHER STATE OR AS A MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.

Sincerely,

Richard G. Dafoe

RGD/sf
Enclosure
272461-01270 // 495399

NOTICE OF FORECLOSURE SALE

Notice is hereby given of a public foreclosure sale by Substitute Trustee.

1. Property to be Sold. All of the mortgaged property described in the Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement (the "Deed of Trust") dated June 12, 2009, real, personal, or mixed, including the real property described as follows:

See attached Exhibit "A"

2. Type of Sale. The sale is a nonjudicial Deed of Trust lien foreclosure sale by Substitute Trustee being conducted pursuant to the power of sale granted by the Deed of Trust dated June 12, 2009 executed by All Saints Care Injury and Rehabilitation Clinic, Inc. ("Grantor"), to Randall B. Durant ("Trustee"), for the benefit of JPMorgan Chase Bank, N.A. ("Beneficiary") recorded on June 18, 2009 in the Real Property Records of Dallas County, Texas, under Document Number 200900174788. Beneficiary is the current owner and holder of the Deed of Trust. The Co-Substitute Trustees are Richard G. Dafoe, Thomas M. Sellers, Kelly R. Fisher, Scott E. Hayes, and/or Madeleine C. Hayes.

3. Obligations Secured. Grantor conveyed to the Trustee certain real property (the "Property") which is situated in Dallas County, Texas, which is more particularly described in "Exhibit A" hereto which is incorporated herein by reference for all purposes as though fully set forth herein verbatim, together with all improvements thereof. The Deed of Trust provides that it secures the payment of the indebtedness and obligation therein described (the "Secured Obligation"), including but not limited to that certain Note dated June 12, 2009, executed by All Saints Care Injury and Rehabilitation Clinic, Inc. and payable to Beneficiary in the original principal amount of \$675,000.00 (the "Note"), bearing interest and payable in accordance with the terms and provisions thereof and other indebtedness, as defined therein, including other Obligations, Promissory Notes or Loan Agreements, if any.

As of December 10, 2020, the Note has an unpaid balance of \$564,834.24 total unpaid principal due in the amount of \$473,963.45, interest in the amount of \$12,468.37, late charges in the amount of \$3,245.58, fees due in the amount of \$11,074.17, tax lien payment of \$47,034.25, and attorney fees in the amount of \$17,048.42. Per diem interest continues to accrue at \$78.99. The interest on the Note has continued to accrue at the rate set forth in the loan documents. In addition to the principal, accrued interest and late fees due on the Note, the Grantor, under the terms of the Secured Obligations and the Deed of Trust, are liable for trustees' fees, attorneys' fees and expenses incurred by Beneficiary in connection with the collection of this matter, as well as other indebtedness due to Beneficiary from Grantor.

4. Date, Time, and Place of Sale. The sale is scheduled to be held at the following date, time and place:

Date: Tuesday, January 5, 2021

Time: The sale shall begin no earlier than 10:00 a.m. or no later than three hours thereafter. The sale shall be completed by no later than 4:00 p.m.

Place: The area outside on the north side of the George Allen Courts Building facing Commerce Street below the overhand in Dallas County, Texas, or as designated by the County Commissioners or as designated by the county commissioners.

Beneficiary reserves the right to postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee or Substitute Trustee under the Deed of Trust need not appear at the date, time, and place of scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the TEXAS PROPERTY CODE. Such reposting or refiling may be after the date originally scheduled for this sale.

5. Terms of Sale. The sale will be conducted as a public auction to the highest bidder for cash, credit, or in any manner the Trustee or Co-Substitute Trustee deems sufficient to obtain the best price. The Beneficiary reserves the absolute right to postpone, cancel or reschedule the sale at any time before the property is sold.

Those desiring to purchase the Property will need to demonstrate their ability to pay cash on the day the property is sold. Pursuant to Section 51.009 of the Texas Property Code, the Property will be sold "As Is" without any expressed or implied warranties, except as to the warranties (if any) provided for under the Deed of Trust.

The sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the sale will necessarily be made subject to all prior matters of record affecting the property, if any, to the extent that they remain in force and effect and have not been subordinated to the Deed of Trust. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

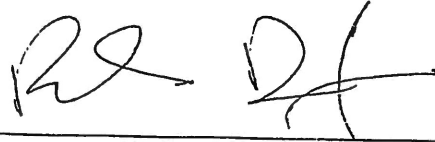
Questions concerning the sale may be directed to the undersigned, Richard G. Dafoe, WADSWORTH SERAFINO GEARY RECHNER JENEVEIN, P.C., 1601 Elm Street, Suite 4100, Dallas, Texas 75201, (469) 979-7427.

Default and Request to Act. Default has occurred under the Secured Obligations and the Deed of Trust, and the Beneficiary has requested the Co-Substitute Trustees to conduct this sale. Notwithstanding that before the sale the Beneficiary may appoint another person Substitute Trustee to conduct the sale.

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AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU OR YOUR SPOUSE ARE SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE NATIONAL GUARD OR THE NATIONAL GUARD OF ANOTHER STATE OR AS A MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY STATUS TO THE SENDER OF THIS NOTICE IMMEDIATELY.

DATE: December 11, 2020.



Richard G. Dafoe, Thomas M. Sellers, Kelly R. Fisher,
Scott E. Hayes, and/or Madeleine C. Hayes,
WADDELL SERAFINO GEARY RECHNER JENEVEIN, P.C.
1601 Elm Street, Suite 4100
Dallas, Texas 75201
Telephone: (214) 979-7400
Fax: (214) 979-7402

EXHIBIT A

Street Address of Property

606-608 Oriole Blvd., Duncanville, Texas 75116

Description of Property

Being part of Block A, Fairmeadows No. 10, an addition to the City of Duncanville, Dallas County, Texas, according to the plat thereof recorded in Volume 52, Page 1, Map Records, Dallas County, Texas, and being more particularly described as follows:

Beginning at a 1/2" iron rod set for corner in the East right-of-way line of Oriole Boulevard at the South West corner of a tract land described in a Deed to Been Fu Lee of record in Volume 86185, Page 5, Deed Records of said county;

Then North 89° 40' 11" East along the South boundary line of said Lee Tract, a distance of 269.77 feet to a point for corner at the Southeast corner thereof in the West boundary line of Camp Wisdom West Addition, an addition to the City of Dallas, Dallas County, Texas, according to the Plat thereof recorded in Volume 19, Page 341, Map Records of said county, from which a PK Nail found for reference bears South 89° 40' 11" West a distance of 0.74 feet;

Then North 75° 19' 37" West along the North boundary lines of Lots 7, 8, 9 and 10, Block A of said Fairmeadows No. 10, a distance of 340.39 feet to a 1/2" iron rod set for corner in the East Right-of-Way line of said Oriole Boulevard at the Northwest corner of said Lot 10;

Then North 14° 42' 00" East along the East right-of-way line of said Oriole Boulevard, a distance of 200 feet to Point of Beginning and containing 1.880 acres of land.

NOTICE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQ. FOOTAGE CALCULATIONS ARE CORRECT.

SE CHASE CHASE CHASE CHASE CHASE CHASE C

Deposit cash or checks
at most Chase ATMs.
An image of your check can
be printed on your receipt.

My Transaction Summary

| | |
|---------------------------|------------|
| Transaction #113 | |
| Account Number Ending In: | 5002 |
| Payment-Line Credit | \$3,800.00 |
| Regular Payment Amount | \$3,800.00 |

JPMorgan Chase Bank, N.A.
Duncannon Main, Branch 000239
1-800-935-9935

Your satisfaction matters. Share your
feedback at: chase.com/sendusfeedback

Member FDIC, Equal Housing Lender
Please keep your receipt
12/23/2020 12:24

Business Date 12/22/2020
Session #47

Thank you - Yessica
Cashbox #07

Thank you for your payment. Your
payment will be applied according
to the terms & conditions of your
account(s), which may differ from
what you've requested.



WADDELL | SERAFINO

GEARY ■ RECHNER ■ JENEVEIN

1601 Elm Street | Suite 4100 | Dallas, Texas 75201
Main 214.979.7400 | Fax 214.979.7402

RICHARD G. DAFOE
DIRECT: 214-979-7427
RDAFOE@WSLAWPC.COM

January 6, 2021

All Saints Care Injury and Rehabilitation Clinic, Inc.
c/o Jackson Ehioguh
606 Oriole Blvd, Ste 102
Duncanville, Texas 75116

Via CMRRR

9489 0090 0027 6181 7221 71

and Via Regular Mail

RE: NOTICE OF FORECLOSURE SALE: U.S. Small Business Administration Note dated June 12, 2009, in the original amount of \$675,000.00 as otherwise renewed, extended, and/or modified, including but not limited to the Business Loan Agreement dated June 12, 2009 (collectively, the "Note"), between JPMorgan Chase Bank, N.A. ("Chase") and All Saints Care Injury and Rehabilitation Clinic, Inc. ("Borrower"), guaranteed by Jackson C. Ehioguh ("Guarantor"); and as secured by that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement recorded as Instrument Number 200900174788 on June 18, 2009 in the real property records of Dallas County ("Deed of Trust") granting a security interest on the property more particularly described therein and more commonly referred to as 606-608 Oriole Blvd., Duncanville, Texas 75116 (the "Property").

Dear Mr. Ehioguh:

This firm represents Chase, regarding the above-referenced Note and Deed of Trust. You were previously notified that the Borrower was in default under the terms of the Note and Chase has made demand for payment by reason of the Borrower's default under the terms and conditions of the Deed of Trust and the Note.

As of January 4, 2021, the Note has an unpaid balance of \$570,475.59 total unpaid principal due in the amount of \$470,163.45, interest in the amount of \$14,434.99, late charges in the amount of \$3,245.58, insurance in the amount of \$3,247.98, fees due in the amount of \$7,826.28, tax lien payment of \$47,034.25, and attorneys' fees in the amount of \$24,523.06. Per diem interest continues to accrue at \$78.36. In addition to the Note, other indebtedness is due Chase from Borrower. In addition to the principal and unpaid accrued interest, the Borrower, under the terms of the Note and the Deed of Trust, is liable for trustees' fees, additional attorneys' fees and expenses incurred by Chase in connection with the collection of this matter, as well as other indebtedness due Chase from Borrower.

EXHIBIT

www.waddell.com

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You are cautioned that any partial payments received will be applied to reduce the indebtedness, but only payment of the full amount lawfully due, and the cure of all specified defaults will prevent the exercise of its rights and remedies under the documents evidencing the indebtedness and applicable law.

This letter is also formal notice that on February 2, 2021, Chase will proceed with foreclosure of all of the mortgaged property described in the Deed of Trust, real, personal, or mixed, including the real property described in the attached Notice of Foreclosure Sale. In the event the mortgaged property secured by the Deed of Trust is sold at foreclosure for an amount insufficient to satisfy the entire unpaid balance of principal and accrued interest, trustee's fees, attorneys' fees, and expenses incurred in connection with the foreclosure, you will be liable for the deficiency.

Enclosed is a copy of a Notice of Foreclosure Sale posted this date for the public non-judicial sale of the said mortgaged property described in the Deed of Trust securing the Note. Such sale, as authorized by the said Deed of Trust, will take place on **Tuesday, February 2, 2021 and shall begin no earlier than 10:00 a.m. or no later than three hours thereafter.** The sale will take place in Dallas County in the area outside on the north side of the George Allen Courts Building facing Commerce Street below the overhand in Dallas County, Texas, or as designated by the County Commissioners or as designated by the county commissioners.

ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOUR SPOUSE IS SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL GUARD OR THE NATIONAL GUARD OF ANOTHER STATE OR AS A MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.

Sincerely,



Richard G. Dafoe

RGD/sf
Enclosure
272461-01270 // 495399

cc:
Joyce Lindauer via E-Mail
J.B. Peacock, Jr. via E-Mail

NOTICE OF FORECLOSURE SALE

Notice is hereby given of a public foreclosure sale by Substitute Trustee.

1. Property to be Sold. All of the mortgaged property described in the Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement (the "Deed of Trust") dated June 12, 2009, real, personal, or mixed, including the real property described as follows:

See attached Exhibit "A"

2. Type of Sale. The sale is a nonjudicial Deed of Trust lien foreclosure sale by Substitute Trustee being conducted pursuant to the power of sale granted by the Deed of Trust dated June 12, 2009 executed by All Saints Care Injury and Rehabilitation Clinic, Inc. ("Grantor"), to Randall B. Durant ("Trustee"), for the benefit of JPMorgan Chase Bank, N.A. ("Beneficiary") recorded on June 18, 2009 in the Real Property Records of Dallas County, Texas, under Document Number 200900174788. Beneficiary is the current owner and holder of the Deed of Trust. The Co-Substitute Trustees are Richard G. Dafeo, Thomas M. Sellers, Kelly R. Fisher, Scott E. Hayes, and/or Madeleine C. Hayes.

3. Obligations Secured. Grantor conveyed to the Trustee certain real property (the "Property") which is situated in Dallas County, Texas, which is more particularly described in "Exhibit A" hereto which is incorporated herein by reference for all purposes as though fully set forth herein verbatim, together with all improvements thereof. The Deed of Trust provides that it secures the payment of the indebtedness and obligation therein described (the "Secured Obligation"), including but not limited to that certain Note dated June 12, 2009, executed by All Saints Care Injury and Rehabilitation Clinic, Inc. and payable to Beneficiary in the original principal amount of \$675,000.00 (the "Note"), bearing interest and payable in accordance with the terms and provisions thereof and other indebtedness, as defined therein, including other Obligations, Promissory Notes or Loan Agreements, if any.

As of January 4, 2021, the Note has an unpaid balance of \$570,475.59 total unpaid principal due in the amount of \$470,163.45, interest in the amount of \$14,434.99, late charges in the amount of \$3,245.58, insurance in the amount of \$3,247.98, fees due in the amount of \$7,826.28, tax lien payment of \$47,034.25, and attorneys' fees in the amount of \$24,523.06. Per diem interest continues to accrue at \$78.36. The interest on the Note has continued to accrue at the rate set forth in the loan documents. In addition to the principal, accrued interest and late fees due on the Note, the Grantor, under the terms of the Secured Obligations and the Deed of Trust, are liable for trustees' fees, attorneys' fees and expenses incurred by Beneficiary in connection with the collection of this matter, as well as other indebtedness due to Beneficiary from Grantor.

4. Date, Time, and Place of Sale. The sale is scheduled to be held at the following date, time and place:

Date: **Tuesday, February 2, 2021**

Time: **The sale shall begin no earlier than 10:00 a.m. or no later than three hours thereafter. The sale shall be completed by no later than 4:00 p.m.**

Place: **The area outside on the north side of the George Allen Courts Building facing Commerce Street below the overhand in Dallas County, Texas, or as designated by the County Commissioners or as designated by the county commissioners.**

Beneficiary reserves the right to postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee or Substitute Trustee under the Deed of Trust need not appear at the date, time, and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the TEXAS PROPERTY CODE. Such reposting or refiling may be after the date originally scheduled for this sale.

5. Terms of Sale. The sale will be conducted as a public auction to the highest bidder for cash, credit, or in any manner the Trustee or Co-Substitute Trustee deems sufficient to obtain the best price. The Beneficiary reserves the absolute right to postpone, cancel or reschedule the sale at any time before the property is sold.

Those desiring to purchase the Property will need to demonstrate their ability to pay cash on the day the property is sold. **Pursuant to Section 51.009 of the Texas Property Code, the Property will be sold “As Is” without any expressed or implied warranties, except as to the warranties (if any) provided for under the Deed of Trust.**

The sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the sale will necessarily be made subject to all prior matters of record affecting the property, if any, to the extent that they remain in force and effect and have not been subordinated to the Deed of Trust. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Questions concerning the sale may be directed to the undersigned, Richard G. Dafoe, WADDELL SERAFINO GEARY RECHNER JENEVEIN, P.C., 1601 Elm Street, Suite 4100, Dallas, Texas 75201, (214) 979-7427.

6. Default and Request to Act. Default has occurred under the Secured Obligations and the Deed of Trust, and the Beneficiary has requested the Co-Substitute Trustees to conduct this sale. Notice is given that before the sale the Beneficiary may appoint another person Substitute Trustee to conduct the sale.

ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU OR YOUR SPOUSE ARE SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL GUARD OR THE NATIONAL GUARD OF ANOTHER STATE OR AS A MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.

DATED: January 6, 2021.

A handwritten signature in black ink, appearing to be "R. G. Dafoe", written over a horizontal line.

Richard G. Dafoe, Thomas M. Sellers, Kelly R. Fisher,
Scott E. Hayes, and/or Madeleine C. Hayes,
WADDELL SERAFINO GEARY RECHNER JENEVEIN, P.C.
1601 Elm Street, Suite 4100
Dallas, Texas 75201
Telephone: (214) 979-7400
Fax: (214) 979-7402

EXHIBIT A

Street Address of Property

606-608 Oriole Blvd., Duncanville, Texas 75116

Description of Property

Being part of Block A, Fairmeadows No. 10, an addition to the City of Duncanville, Dallas County, Texas, according to the plat thereof recorded in Volume 52, Page 1, Map Records, Dallas County, Texas, and being more particularly described as follows:

Beginning at a 1/2" iron rod set for corner in the East right-of-way line of Oriole Boulevard at the Southwest corner of a tract of land described in a Deed to Been Fu Lee of record in Volume 86185, Page 59, Deed Records of said county;

Thence North 89° 40' 11" East along the South boundary line of said Lee Tract, a distance of 269.77 feet to a point for corner at the Southeast corner thereof in the West boundary line of Camp Wisdom West Addition, an addition to the City of Dallas, Dallas County, Texas, according to the Plat thereof recorded in Volume 19, Page 341, Map Records of said county, from which a PK Nail found for reference bears South 89° 40' 11" West a distance of 0.74 feet;

Thence South 00° 04' 27" East a distance of 313.11 feet to a 1/2" iron rod set for corner at the Northeast corner of Lot 7, Block A of said Fairmeadows No. 10;

Thence North 75° 19' 37" West along the North boundary lines of Lots 7, 8, 9 and 10, Block A of said Fairmeadows No. 10, a distance of 340.39 feet to a 1/2" iron rod set for corner in the East Right-of-Way line of said Oriole Boulevard at the Northwest corner of said Lot 10;

Thence North 14° 42' 00" East along the East right-of-way line of said Oriole Boulevard, a distance of 232.96 feet to the Place of Beginning and containing 1.880 acres of land.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

CHASE

CHASE

CHASE

CHASE

CHASE

Deposit cash or checks
at most Chase ATMs.
An image of your check can
be printed on your receipt.

My Transaction Summary

| | |
|---------------------------|------------|
| Transaction #464 | |
| Account Number Ending In: | 5002 |
| Payment-Line Credit | \$3,820.00 |
| Regular Payment Amount | \$3,820.00 |

JPMorgan Chase Bank, N.A.
Duncanville Main, Branch 000239
1-800-935-9935
Your satisfaction matters. Share your
feedback at: chase.com/sendusfeedback

Member FDIC. Equal Housing Lender
Please keep your receipt
01/19/2021 16:01

Business Date 01/19/2021
Session #165

Thank you - Yessica
Cashbox #07

Thank you for your payment. Your
payment will be applied according
to the terms & conditions of your
account(s), which may differ from
what you've requested.



WADDELL | SERAFINO

GEARY ■ RECHNER ■ JENEVEIN

1601 Elm Street | Suite 4100 | Dallas, Texas 75201
Main 214.979.7400 | Fax 214.979.7402

RICHARD G. DAFOE
DIRECT: 214-979-7427
RDAFOE@WSLAWPC.COM

January 19, 2021

All Saints Care Injury and Rehabilitation Clinic, Inc.
c/o Jackson Ehioguh
606 Oriole Blvd, Ste 102
Duncanville, Texas 75116

Via CMRRR

9489 0090 0027 6181 7221 19

and Via Regular Mail

RE: NOTICE OF FORECLOSURE SALE: U.S. Small Business Administration Note dated June 12, 2009, in the original amount of \$675,000.00 as otherwise renewed, extended, and/or modified, including but not limited to the Business Loan Agreement dated June 12, 2009 (collectively, the "Note"), between JPMorgan Chase Bank, N.A. ("Chase") and All Saints Care Injury and Rehabilitation Clinic, Inc. ("Borrower"), guaranteed by Jackson C. Ehioguh ("Guarantor"); and as secured by that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement recorded as Instrument Number 200900174788 on June 18, 2009 in the real property records of Dallas County ("Deed of Trust") granting a security interest on the property more particularly described therein and more commonly referred to as 606-608 Oriole Blvd., Duncanville, Texas 75116 (the "Property").

Dear Mr. Ehioguh:

This firm represents Chase, regarding the above-referenced Note and Deed of Trust. You were previously notified that the Borrower was in default under the terms of the Note and Chase has made demand for payment by reason of the Borrower's default under the terms and conditions of the Deed of Trust and the Note.

As of January 4, 2021, the Note has an unpaid balance of \$570,475.59 total unpaid principal due in the amount of \$470,163.45, interest in the amount of \$14,434.99, late charges in the amount of \$3,245.58, insurance in the amount of \$3,247.98, fees due in the amount of \$7,826.28, tax lien payment of \$47,034.25, and attorneys' fees in the amount of \$24,523.06. Per diem interest continues to accrue at \$78.36. In addition to the Note, other indebtedness is due Chase from Borrower. In addition to the principal and unpaid accrued interest, the Borrower, under the terms of the Note and the Deed of Trust, is liable for trustees' fees, additional attorneys' fees and expenses incurred by Chase in connection with the collection of this matter, as well as other indebtedness due Chase from Borrower.



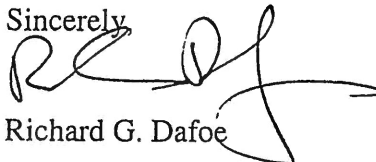
You are cautioned that any partial payments received will be applied to reduce the indebtedness, but only payment of the full amount lawfully due, and the cure of all specified defaults will prevent the exercise of its rights and remedies under the documents evidencing the indebtedness and applicable law.

This letter is also formal notice that on March 2, 2021, Chase will proceed with foreclosure of all of the mortgaged property described in the Deed of Trust, real, personal, or mixed, including the real property described in the attached Notice of Foreclosure Sale. In the event the mortgaged property secured by the Deed of Trust is sold at foreclosure for an amount insufficient to satisfy the entire unpaid balance of principal and accrued interest, trustee's fees, attorneys' fees, and expenses incurred in connection with the foreclosure, you will be liable for the deficiency.

Enclosed is a copy of a Notice of Foreclosure Sale posted this date for the public non-judicial sale of the said mortgaged property described in the Deed of Trust securing the Note. Such sale, as authorized by the said Deed of Trust, will take place on **Tuesday, March 2, 2021 and shall begin no earlier than 10:00 a.m. or no later than three hours thereafter. The sale will take place in Dallas County in the area outside on the north side of the George Allen Courts Building facing Commerce Street below the overhand in Dallas County, Texas, or as designated by the County Commissioners or as designated by the county commissioners.**

ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOUR SPOUSE IS SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL GUARD OR THE NATIONAL GUARD OF ANOTHER STATE OR AS A MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.

Sincerely,



Richard G. Dafoe

RGD/sf
Enclosure
272461-01270 // 495399

cc:
Joyce Lindauer via E-Mail
J.B. Peacock, Jr. via E-Mail

NOTICE OF FORECLOSURE SALE

Notice is hereby given of a public foreclosure sale by Substitute Trustee.

1. Property to be Sold. All of the mortgaged property described in the Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement (the "Deed of Trust") dated June 12, 2009, real, personal, or mixed, including the real property described as follows:

See attached Exhibit "A"

2. Type of Sale. The sale is a nonjudicial Deed of Trust lien foreclosure sale by Substitute Trustee being conducted pursuant to the power of sale granted by the Deed of Trust dated June 12, 2009 executed by All Saints Care Injury and Rehabilitation Clinic, Inc. ("Grantor"), to Randall B. Durant ("Trustee"), for the benefit of JPMorgan Chase Bank, N.A. ("Beneficiary") recorded on June 18, 2009 in the Real Property Records of Dallas County, Texas, under Document Number 200900174788. Beneficiary is the current owner and holder of the Deed of Trust. The Co-Substitute Trustees are Richard G. Dafoe, Thomas M. Sellers, Kelly R. Fisher, Scott E. Hayes, and/or Madeleine C. Hayes.

3. Obligations Secured. Grantor conveyed to the Trustee certain real property (the "Property") which is situated in Dallas County, Texas, which is more particularly described in "Exhibit A" hereto which is incorporated herein by reference for all purposes as though fully set forth herein verbatim, together with all improvements thereof. The Deed of Trust provides that it secures the payment of the indebtedness and obligation therein described (the "Secured Obligation"), including but not limited to that certain Note dated June 12, 2009, executed by All Saints Care Injury and Rehabilitation Clinic, Inc. and payable to Beneficiary in the original principal amount of \$675,000.00 (the "Note"), bearing interest and payable in accordance with the terms and provisions thereof and other indebtedness, as defined therein, including other Obligations, Promissory Notes or Loan Agreements, if any.

As of January 4, 2021, the Note has an unpaid balance of \$570,475.59 total unpaid principal due in the amount of \$470,163.45, interest in the amount of \$14,434.99, late charges in the amount of \$3,245.58, insurance in the amount of \$3,247.98, fees due in the amount of \$7,826.28, tax lien payment of \$47,034.25, and attorneys' fees in the amount of \$24,523.06. Per diem interest continues to accrue at \$78.36. The interest on the Note has continued to accrue at the rate set forth in the loan documents. In addition to the principal, accrued interest and late fees due on the Note, the Grantor, under the terms of the Secured Obligations and the Deed of Trust, are liable for trustees' fees, attorneys' fees and expenses incurred by Beneficiary in connection with the collection of this matter, as well as other indebtedness due to Beneficiary from Grantor.

4. Date, Time, and Place of Sale. The sale is scheduled to be held at the following date, time and place:

Date: **Tuesday, March 2, 2021**

Time: **The sale shall begin no earlier than 10:00 a.m. or no later than three hours thereafter. The sale shall be completed by no later than 4:00 p.m.**

Place: **The area outside on the north side of the George Allen Courts Building facing Commerce Street below the overhand in Dallas County, Texas, or as designated by the County Commissioners or as designated by the county commissioners.**

Beneficiary reserves the right to postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee or Substitute Trustee under the Deed of Trust need not appear at the date, time, and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the TEXAS PROPERTY CODE. Such reposting or refiled may be after the date originally scheduled for this sale.

5. Terms of Sale. The sale will be conducted as a public auction to the highest bidder for cash, credit, or in any manner the Trustee or Co-Substitute Trustee deems sufficient to obtain the best price. The Beneficiary reserves the absolute right to postpone, cancel or reschedule the sale at any time before the property is sold.

Those desiring to purchase the Property will need to demonstrate their ability to pay cash on the day the property is sold. **Pursuant to Section 51.009 of the Texas Property Code, the Property will be sold “As Is” without any expressed or implied warranties, except as to the warranties (if any) provided for under the Deed of Trust.**

The sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the sale will necessarily be made subject to all prior matters of record affecting the property, if any, to the extent that they remain in force and effect and have not been subordinated to the Deed of Trust. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Questions concerning the sale may be directed to the undersigned, Richard G. Dafoe, WADDELL SERAFINO GEARY RECHNER JENEVEIN, P.C., 1601 Elm Street, Suite 4100, Dallas, Texas 75201, (214) 979-7427.

6. Default and Request to Act. Default has occurred under the Secured Obligations and the Deed of Trust, and the Beneficiary has requested the Co-Substitute Trustees to conduct this sale. Notice is given that before the sale the Beneficiary may appoint another person Substitute Trustee to conduct the sale.

ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF

THE UNITED STATES. IF YOU OR YOUR SPOUSE ARE SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL GUARD OR THE NATIONAL GUARD OF ANOTHER STATE OR AS A MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.

DATED: January 19, 2021.

A handwritten signature in black ink, appearing to be a stylized name, positioned above a horizontal line.

Richard G. Dafoe, Thomas M. Sellers, Kelly R. Fisher,
Scott E. Hayes, and/or Madeleine C. Hayes,
WADDELL SERAFINO GEARY RECHNER JENEVEIN, P.C.
1601 Elm Street, Suite 4100
Dallas, Texas 75201
Telephone: (214) 979-7400
Fax: (214) 979-7402

EXHIBIT A

Street Address of Property

606-608 Oriole Blvd., Duncanville, Texas 75116

Description of Property

Being part of Block A, Fairmeadows No. 10, an addition to the City of Duncanville, Dallas County, Texas, according to the plat thereof recorded in Volume 52, Page 1, Map Records, Dallas County, Texas, and being more particularly described as follows:

Beginning at a 1/2" iron rod set for corner in the East right-of-way line of Oriole Boulevard at the Southwest corner of a tract of land described in a Deed to Been Fu Lee of record in Volume 86185, Page 59, Deed Records of said county;

Thence North 89° 40' 11" East along the South boundary line of said Lee Tract, a distance of 269.77 feet to a point for corner at the Southeast corner thereof in the West boundary line of Camp Wisdom West Addition, an addition to the City of Dallas, Dallas County, Texas, according to the Plat thereof recorded in Volume 19, Page 341, Map Records of said county, from which a PK Nail found for reference bears South 89° 40' 11" West a distance of 0.74 feet;

Thence South 00° 04' 27" East a distance of 313.11 feet to a 1/2" iron rod set for corner at the Northeast corner of Lot 7, Block A of said Fairmeadows No. 10;

Thence North 75° 19' 37" West along the North boundary lines of Lots 7, 8, 9 and 10, Block A of said Fairmeadows No. 10, a distance of 340.39 feet to a 1/2" iron rod set for corner in the East Right-of-Way line of said Oriole Boulevard at the Northwest corner of said Lot 10;

Thence North 14° 42' 00" East along the East right-of-way line of said Oriole Boulevard, a distance of 232.96 feet to the Place of Beginning and containing 1.880 acres of land.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

CHASE CI

Deposit cash or checks
at most Chase ATMs.
An image of your check can
be printed on your receipt.

My Transaction Summary

| | |
|---------------------------|------------|
| Transaction #192 | |
| Account Number Ending In: | 5002 |
| Payment-Line Credit | \$3,820.00 |
| Regular Payment Amount | \$5,820.00 |

.....

JPMorgan Chase Bank, N.A.
Duncanville Main, Branch 000259
1-800-935-9935

Your satisfaction matters. Share your
feedback at: chase.com/sendusfeedback

Member FDIC, Equal Housing Lender
Please keep your receipt
02/12/2021 19:33

Business Date 02/12/2021
Session #54

Thank you - Kiara
Cashbox #04

Thank you for your payment. Your
payment will be applied according
to the terms & conditions of your
account(s), which may differ from
what you've requested.



Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Jack Peacock, Jr. on behalf of Jack Peacock, Jr.
Bar No. 15678500
Attorneys@GapsLaw.com
Envelope ID: 56665678
Status as of 8/28/2021 4:11 AM CST

Associated Case Party: JPMORGAN CHASE BANK, N.A.

| Name | BarNumber | Email | TimestampSubmitted | Status |
|-----------------|-----------|--------------------|----------------------|--------|
| Richard GDafoe | | rdafoe@wslawpc.com | 8/25/2021 6:41:33 PM | SENT |
| Scott Hayes | | shayes@wslawpc.com | 8/25/2021 6:41:33 PM | SENT |
| Madeleine Hayes | | MHayes@wslawpc.com | 8/25/2021 6:41:33 PM | SENT |

Associated Case Party: ALL SAINTS CARE INJURY AND REHABILITATION CLINIC, INC.

| Name | BarNumber | Email | TimestampSubmitted | Status |
|-------------------------|-----------|-------------------------|----------------------|--------|
| Joyce Williams Lindauer | 21555700 | joyce@joycelindauer.com | 8/25/2021 6:41:33 PM | SENT |