

## BALLOON NOTE

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

Date: [REDACTED]

Borrower: [REDACTED]

Borrower's Mailing Address: [REDACTED]

Lender: [REDACTED]

Lender's Address and Place for Payment: [REDACTED]

[REDACTED], or any other place that Lender may designate in writing.

Principal Amount: [REDACTED]

Annual Interest Rate: [REDACTED]

Maturity Date: [REDACTED]

Annual Interest Rate on Matured, Unpaid Amounts: the highest rate allowed by law so that at no time will interest on the debt evidenced by this note exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law.

**Terms of Payment (principal and interest):** Interest only payments are due and payable in the amount of [REDACTED] beginning [REDACTED] and thereafter on the 1st day of each succeeding month through [REDACTED], and in one final installment on [REDACTED] in the amount of the unpaid principal and accrued, unpaid interest as of that date. Payments will be applied first to accrued interest and other amounts due and the remainder to reduction of the Principal Amount unless the Lender, in their sole and absolute discretion, decides to allocate the payment differently.

If a portion of the Principal Amount is prepaid the amount due for each future monthly payment shall be adjusted so that the monthly interest payment reflects the interest that accrues on the outstanding Principal Amount.

**Repair Escrow:** Lender shall hold [REDACTED] escrow for repairs to the Property. Lender may act as the escrow manager ("Escrow Manager") or Lender may appoint a third-party Escrow Manager. Escrow Manager shall disburse the escrow funds. If Lender has appointed a third-party Escrow Manager, Lender may change the Escrow Manager at any time and in Lender's sole discretion. The escrow funds shall be held for the benefit of Borrower and shall be provided to the Borrower as the Borrower submits to Escrow Manager copies of invoices marked "paid" or receipts evidencing that payment has been made for materials, supplies or services provided by third parties and directly related to the Property evidencing the completion of work on the Property. Invoices and receipts submitted must have the name of the person or company who completed the work, a list of the work completed and the amount charged, and their address and telephone number. In addition, Borrower shall submit a written draw request to the Escrow Manager certifying that all paid invoices and receipts submitted are for materials, labor and/or services used in the repair or improvement of the Property and for no other purpose or property. If Borrower received cash back at closing then prior to making the first draw request Borrower shall submit to Escrow Manager copies of invoices marked "paid" or receipts evidencing that the cash back received by Borrower at closing has been used to pay costs directly associated with the repair or maintenance of the Property or to bring current superior loans, taxes or insurance directly related to the Property and not for any other purpose. Borrower agrees that for each draw request Escrow Manager, or any other party designated by Lender, shall have the right to inspect the repairs or have the repairs inspected by a party of their selection and Borrower shall pay to Escrow Manager \$100.00 for each inspection (the "Inspection Fee") performed on behalf of the Lender. If, in their sole discretion, the repairs for which a draw request is made have not been completed or are not completed to their satisfaction then Escrow Manager or Lender may deny some or all of the draw request until the work is completed to their satisfaction. Borrower shall make a total of five draw requests as follows:

Draw number 1: After at least [REDACTED] of the repairs, based on a written estimate of all repairs provided to Lender by Borrower, have been completed and the draw shall be for an amount not to exceed [REDACTED]

Draw number 2: After at least an additional [REDACTED] of the repairs, based on a written estimate of all repairs provided to Lender by Borrower, have been completed and the draw shall be for an amount not to exceed [REDACTED]

Draw number 3: After at least an additional [REDACTED] of the repairs, based on a written estimate of all repairs provided to Lender by Borrower, have been completed and the draw shall be for an amount not to exceed [REDACTED]

Draw number 4: After at least an additional [REDACTED] of the repairs, based on a written estimate of all repairs provided to Lender by Borrower, have been completed and the draw shall be for an amount not to exceed [REDACTED]

Draw number 5: After all of the repairs, based on a written estimate of all repairs

provided to Lender by Borrower, have been completed and in an amount not to exceed the balance remaining from the escrowed amount.

Borrower agrees that the funds in escrow are pledged as additional security for this Note and the escrowed funds are subject to the Deed of Trust securing this Note. In the case of default by the Borrower, Lender may use any funds remaining in the escrow to offset amounts due under this Note. Borrower agrees that Lender is not required to set up a dedicated account to hold the escrow but that the escrowed funds may be held in one or more accounts at their discretion or by the Escrow Manager. Payment of the Inspection Fee shall be accomplished by deducting the amount of the fees from the amount of the draw request. Borrower agrees that interest due to Lender from Borrower on the amount held in escrow for the benefit of Borrower shall accrue interest starting on the date of this Note. Borrower agrees that Borrower shall not receive any interest on the funds held in escrow. In the case of default (including, but not limited to, failure to make payments when due) by the Borrower the Lender or Escrow Manager may, in their sole and absolute discretion, use any funds remaining in the escrow to offset amounts due under this Note and Escrow Manager or Lender may also deny some or all of a draw request until the default is cured.

Lender and Borrower hereby agree that (i) the only charge imposed by Lender upon Borrower for the use of money in connection with the loan is and shall be interest expressed in the Note, at the rate set forth in the Note, which rate of interest is expressed in simple interest terms as of the date of the evidence of indebtedness, and (ii) all other charges imposed by Lender upon Borrower in connection with the loan, including, without limitation, any guaranty fee, processing fees, default and late charges are and shall be deemed to be charges made to compensate Lender for underwriting and administrative services and costs, and other services and costs performed and incurred, and to be performed and incurred, by Lender in connection with the loan, and shall under no circumstances be deemed to be charges for the use of money.

For any returned check or rejected payment, Lender may charge an NSF fee of \$45.00.

**Use of Funds:** Borrower shall only use the loan funds for the acquisition, repair, and maintenance of the Property.

**Security for Payment:** This note is secured by a deed of trust dated [REDACTED] from [REDACTED] Texas limited liability company to [REDACTED] trustee, which covers the property commonly known as [REDACTED] and having a legal description of:

**Cross Default:** If Lender has previously made or in the future makes any other loans to Borrower or to [REDACTED] or to any entity in which Borrower or [REDACTED] is an owner that are secured by a property or properties other than the Property (the "Additional Properties"), then a default on any of those loans is a material default under this Balloon Note. If Lender forecloses on any of the Additional Properties and Lender does not recoup all amounts owed to Lender in that foreclosure, then the amount of the shortfall (the "Foreclosure Shortfall") shall: 1. be added to the Principal Amount owed to Lender under this Balloon Note; and/or in Lender's sole and absolute discretion 2. added to the principal amount owed under the notes on the Additional Properties (if Borrower is the borrower on the loans secured by the Additional Properties). The Foreclosure Shortfall shall be allocated among the Principal Amount due under this Balloon Note and the principal amounts owed on the Additional Properties in any manner that the Lender, in their sole and absolute discretion, decides.

**Other Security for Payment:** None.

Borrower promises to pay to the order of Lender the Principal Amount plus interest at the Annual Interest Rate. This note is payable at the Place for Payment and according to the Terms of Payment. All unpaid amounts are due by the Maturity Date. After maturity, Borrower promises to pay any unpaid principal balance plus interest at the Annual Interest Rate on Matured, Unpaid Amounts.

**If Borrower defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to this note, Lender may declare the unpaid principal balance, earned interest, and any other amounts owed on the note immediately due. Borrower and each surety, endorser, and guarantor waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.**

Borrower also promises to pay reasonable attorney's fees and court and other costs if this note is placed in the hands of an attorney to collect or enforce the note. These expenses will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid Amounts. Borrower will pay Lender these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the debt evidenced by the note and will be secured by any security for payment.

**Prepayment:** If Borrower prepays this Note prior to the date that is 90 days from the date of this Balloon Note then Borrower shall pay an additional amount to Lender so that Lender will have received at least 90 days of interest including all payments made previously. Thereafter, Borrower may prepay this note in any amount at any time before the Maturity Date without penalty or premium. Notwithstanding the foregoing, the amount

to be paid by Borrower shall be limited to the maximum amount allowed by law so that at no time will interest on the debt evidenced by this note exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law.

**Application of Prepayment:** Prepayments will be applied to installments on the last maturing principal, and interest on that prepaid principal will immediately cease to accrue.

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

Each Borrower is responsible for all obligations represented by this note.

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

If any installment becomes overdue for more than five days, at Lender's option a late payment charge of 10.00% of the total amount past due plus \$25.00 per each day past due may be charged in order to defray the expense of handling the delinquent payment. The Grace Period before a late fee is assessed is not an extension of the payment's due date and failure to make any payment by its due date is an immediate material default under the terms of this Balloon Note. The Lender's acceptance of one or more payments after the payment due date shall never constitute a waiver of any default for Borrower's failure to make a payment by its due date and shall never constitute an agreement, implied or otherwise, that a payment is due on a date other than the due date provided for in this Balloon Note.

A material default exists under this note if (1) (a) Borrower or (b) any other person liable on any part of this note or who grants a lien or security interest on property as security for any part of this note (an "Other Obligated Party") fails to timely pay or perform any obligation or covenant in any written agreement between Lender and Borrower or any Other Obligated Party; (2) any warranty, covenant, or representation in this note or in any other written agreement between Lender and Borrower or any Other Obligated Party is materially false when made; (3) a receiver is appointed for Borrower, any Other Obligated Party, or any property on which a lien or security interest is created as security (the "Collateral Security") for any part of this note; (4) any Collateral Security is assigned for the benefit of creditors; (5) a bankruptcy or insolvency proceeding is commenced by Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party; (6) (a) a bankruptcy or insolvency proceeding is commenced against Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party and (b) the proceeding continues without dismissal for sixty days, the party against whom the proceeding is commenced admits the material allegations of the petition against it, or an order for relief is entered; (7) any of the following parties is dissolved, begins to wind up its affairs, is authorized to dissolve or wind up its affairs by its governing body or persons, or any event occurs or condition exists that permits the dissolution or winding up of the affairs of any of

the following parties: Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party; (8) any Collateral Security is impaired by loss, theft, damage, levy and execution, issuance of an official writ or order of seizure, or destruction, unless it is promptly replaced with collateral security of like kind and quality or restored to its former condition; (9) Borrower moves into the Property and uses the Property as their residence; (10) any other loan or other indebtedness is secured by the Property without the written agreement of Lender; (11) if a repair escrow was established, Borrower does not make continuous progress on the repairs or improvements identified in the repair scope of work that Borrower has provided to Lender and for which the repair escrow was provided or if Borrower indicates that they will not complete the repairs or improvements for which the repair escrow was provided; or (12) Borrower is at any time in default on any debt secured by the Property or any lien on the Property.

If the full amount due is not paid on or before the Maturity Date it is a material default under this Balloon Note. Borrower agrees that Lender may, in Lender's sole and absolute discretion, but is not required to, continue to collect monthly interest payments, including after acceleration of this Balloon Note, after the Maturity Date and the interest rate shall immediately upon default be increased to the Annual Interest Rate on Matured, Unpaid Amounts. If Lender does collect monthly interest payments after default or if Lender accepts a partial payment or payments less than the full amount due it shall not be construed as curing the default or waiving any of Lender's rights in the case of default.

If any provision of this note conflicts with any provision of a loan agreement, deed of trust, or security agreement of the same transaction between Lender and Borrower, the provisions of the deed of trust will govern to the extent of the conflict.

All Borrower changes of address must be provided to Lender in writing, oral notice of Borrower's change of address shall not be effective. All notices from Lender to Borrower shall be deemed effective if sent to the last address provided to Lender by Borrower in writing.

This note will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any suit related to this Note shall be exclusively in \_\_\_\_\_ County, Texas.

AGREED:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For value received, I, \_\_\_\_\_, absolutely, irrevocably, and unconditionally guarantee payment of this note according to its terms to the same extent as if I were Borrower on this note. I waive all demands and all notices, including notice of intention to accelerate maturity, notice of acceleration of maturity, notice of nonpayment or default, presentment for payment, protest, notice of protest, suit, and diligence. I also waive any notice of and defense

based on the extension of time of payment or change in methods of payment or the release of any collateral securing this note and consent to all renewals, extensions, and other adjustments in the manner of payment of this note and any transfer of this note to any third party. This is an unconditional guaranty of payment and performance, not of collection, and it is an agreement of guaranty, not of suretyship. I waive all requirements of law, if any, that any collection efforts be made against Borrower or that any action be brought against Borrower before resorting to this guaranty.

[Redacted]  
\_\_\_\_\_  
[Redacted]

[Redacted]