

Deadline: June 15, 2019 ⁵⁹ 47

Auction Date: September 3, 2019 Between 10AM - 4P.

DEMAND FOR PAYMENT AND NOTICE OF INTENT TO ACCELERATE

May 15, 2019

Grantor: Flatt Real Estate Group, Inc., a corporation organized and existing under the laws of the State of TEXAS, with its head office located at:
Physical address Mailing address
7215 Phillips Drive P.O. Box 3845
Bryan, TX 77808 Bryan, Texas 77805

AND: Rosario Renea Reyes, whose main address is:
PO Box 1161
Mexia, TX 76667-1161

Re: DEMAND FOR PAYMENT regarding the following instruments, among others (collectively, the "Loan Documents"):

Deed of Trust And General Warranty Deed With Vendor's Lien

Dated: July 29, 2016
Grantor: Flatt Real Estate Group, Inc., a Texas Corporation
Trustee: Kivan J. Flatt
Purchaser: Rosario Renea Reyes
Recorded in: Volume 1875, Pages 281 & 283

Description: All that certain 4.02 acres, more or less, known as Lot 66R and Lot 71R of the Meadow View Estate Addition, of Hill County, being a part of the property conveyed to Flatt Real Estate Group, Inc. in that certain Sheriff's Deed dated April 2, 2013, recorded in Volume 1754, Page 319 of the Official Public Records of Hill County, Texas.

Secures: Real Estate Lien Note ("Note") in the original Principal amount of \$24,300.00, executed by Flatt Real Estate Group, Inc. and payable to Flatt Real Estate Group, Inc.

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NICOLE TAMER, COUNTY CLERK
HILL COUNTY, TEXAS
2019 JUN 17 P 1:57
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NICOLE TAMER, COUNTY CLERK
HILL COUNTY, TEXAS
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Ms. Reyes:

Our records indicate that you, as Purchaser, are in default under the terms of the Deed of Trust and the indebtedness secured thereby (the "Indebtedness") in that Purchaser has failed to maintain regular, monthly payments and is now **6 months** in the arrears on the Note for the above described property, owing a total past-due balance of **\$2,200.00**.

Demand is hereby made for payment in full of the past-due amounts, together with all lawful accrued and unpaid interest due until the date of payment, on or before **5:00 p.m. on June 15, 2019** by cashier's check or money order at Flatt Real Estate Group, Inc, (FREG)'s business address listed at the top of this letter. **NO PERSONAL CHECKS WILL BE ACCEPTED.**

If payment of all amounts that are then currently due and owing under the Note is not received by FREG at its mailing address by the time and date stated above, FREG will accelerate the Indebtedness and will:

- 1) Enforce payment of the Note against Purchaser and each other person or entity obligated therefor (except to the extent that the Note is non-recourse or any party's liability has been limited by contract).
- 2) Commence nonjudicial proceedings to foreclose the liens and security interests existing under the Deed of Trust; foreclosure of such liens and security interests would be by a sale of the real property and personal property, if any, described in the Deed of Trust, pursuant to the power of sale existing under the Deed of Trust; [and]
- 3) [Revoke Purchaser's license to collect rent to the extent provided in the assignment of rents (if applicable), and demand that all such sums be paid directly to FREG pursuant thereto; and]
- 4) Exercise some or all of the other rights and remedies available to it under the Loan Documents, at law, or in equity.

If any party who receives this letter is a debtor in a bankruptcy proceeding subject to the provisions of the United States Bankruptcy Code (Title 11 of the United States Code) ("Code"), this letter is merely intended to be written notice that formal Demand has been made in compliance with the Loan Documents and applicable law. This letter is not an act to collect, assess, or recover a claim against that party, nor is this letter intended to violate any provisions of the Code. Any and all claims that FREG asserts against that party will be properly asserted in compliance with the Code in the bankruptcy proceeding. In addition, all of FREG's claims, demands, and accruals regarding the Loan Documents, whenever made, and whether for principal, interest, or otherwise, are intended to comply in all respects, both independently and collectively, with all applicable usury laws, and are accordingly limited so that all applicable usury laws are not violated.

Nothing contained in this letter is intended to waive any default or event of default, waive any rights, remedies, or recourses available to FREG, or be an election of remedies resulting from any default that may exist with respect to the Loan Documents.

[Please understand that no communication, written or oral, that Purchaser has had or may have with FREG concerning any modification, renewal, extension or restructure of the Loan Documents, including any deed-in-lieu of foreclosure, waiver of deficiency or agreed foreclosure, in any way modifies this letter or constitutes consent to the nonpayment of the Note or a waiver by FREG of

any of the remedies described herein. There is currently no modification, renewal, extension or settlement agreements between Purchaser and FREG with regard to the Note, except as noted above, and all proposals made by Purchaser to FREG relating to any of the foregoing are rejected.]

You may contact Kivan Flatt with FREG at 979-324-4808 with any questions you may have.

Sincerely,

Kivan J. Flatt

Kivan J Flatt
Flatt Real Estate Group, Inc.

Delivered by regular and certified mail (7015 0640 0003 9351 7560)