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STATE OF TEXAS                    §  
  §  
COUNTY OF FORT BEND         §

**RELEASE OF SUBORDINATE DEED OF TRUST**

**(1<sup>st</sup> Lien Note)**

THAT THE UNDERSIGNED, **FORT BEND COUNTY, TEXAS**, having an address at 301 Jackson St, Richmond, Texas 77469, ("County"), is the legal and equitable holder and owner of that certain Subordinate Deed of Trust described herein.

WHEREAS, County entered into a Grant Agreement with the United States of America, No. B-08-UN-48-0400, acting by and through its Department of Housing and Urban Development ("HUD"), for federal funding of Section 2301-2304 of the Housing and Economic Recovery Act of 2008 (Public Law 110-289), otherwise known as the Neighborhood Stabilization Program ("NSP"); and

WHEREAS, Texana Center ("Borrower") was awarded grant funds in the amount of \$144,913.23 as a subrecipient under the NSP by County to provide homeownership opportunities to low income families through the use and purchase of vacant foreclosed housing units within Fort Bend County; and

WHEREAS, on August 10, 2010, County and Borrower entered into that certain Agreement ("Agreement") outlining the obligations of Borrower as subrecipient of grant funds under the NSP; and

WHEREAS, on September 23, 2010, in order to secure compliance with the Agreement and the NSP, Borrower executed and delivered to County a subordinate deed of trust encumbering the property located at 814 Aqua Vista Lane, Rosenberg, Texas, 77469 as recorded under Clerk's File No. 2010103227 in the Official Public Records of Fort Bend County, Texas (the "Note and Lien"); and

WHEREAS, the NSP and the terms of the Agreement provide that Borrower must meet an affordability period of fifteen (15) years (the "Affordability Period") for the award of grant funds in excess of \$40,000.00; and

WHEREAS, the NSP and the Agreement further provide that to ensure affordability, the County must impose either resale or recapture requirements, with resale provisions requiring the property to be sold only to a buyer who qualifies as low-income and uses the property as their principal residence, and recapture provisions allowing the County to recapture all of the grant funds if the Affordability Period is not fulfilled; and

WHEREAS, as of the date hereof, the Affordability Period required by the NSP and the Agreement has not yet expired; and

WHEREAS, Borrower desires to sell the property encumbered by the Note and Lien and has entered into a contract for sale with a third-party buyer that does not meet the resale provisions of the NSP, triggering the County's right to recapture the grant funds in full; and

WHEREAS, in order to facilitate the closing of the sale of said property and allow for the release of sale proceeds to the County, the County has agreed to release the Note and Lien upon confirmation that the recaptured funds in the amount of \$144,913.23 are held in escrow by Commonwealth Land Title Insurance Company and remitted to the County as provided herein.

NOW, THEREFORE, as the legal and equitable holder and owner of the Note and Lien, the County acknowledges and agrees to the following:

1. The Note and Lien are recorded under Clerk's File No. 2010103227 of the Official Public Records of Fort Bend County, Texas and encumber the real property located at 814 Aqua Vista Lane, Rosenberg, TX 77469, which property is legally described as follows:

Lot Thirty-Seven (37), in Block Six (6) of Bonbrook Plantation South, Section One (1) Amending Plat No. 1, a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 20050103 of the Official Public Records of Fort Bend County, Texas (the "Property").
2. The Borrower is subject to the Affordability Period and recapture provisions described herein;
3. The County is releasing the Note and Lien on the express condition that the full amount of recaptured funds, totaling \$144,913.23, shall be placed in escrow by Commonwealth Land Title Insurance Company from the sale proceeds and remitted directly to Fort Bend County, Texas.
4. Subject to the recapture provisions provided herein, County hereby **RELEASES** and **DISCHARGES** the Property from all liens and security interests held by County in the Note and Lien, and any other instruments prior to the date of this instrument, without regard to how they were created or evidenced.

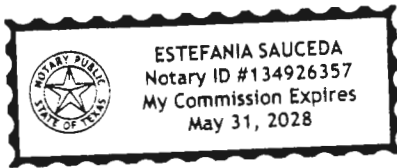
**{Execution Page Follows}**

FORT BEND COUNTY, TEXAS

BY: *KP George*  
KP George, County Judge

THE STATE OF TEXAS §  
  §  
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this 10 day of September 2025, by KP George, County Judge of Fort Bend County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein and herein described, on behalf of Fort Bend County, Texas.



*Estef Sa*  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Laura Richard*

Laura Richard, County Clerk

Fort Bend County Texas

September 10, 2025 04:47:30 PM

FEE: \$0.00 RMR

2025093825

