**Mortgage Documents**

**Texas Home Equity Security Instrument (First Lien) - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT (Form 3044.1)**

**Type of Instrument Instrument Revision Date**

Home Equity Security Instrument 07/2021(rev. 03/23)

**Instrument Last Modified Instruction Page Last Modified**

07/22 (Various edits) 09/22 (Authorized change 4(a) revised)

03/23 (Signature block revised) 03/23 (Authorized change 9 added)

**Use This Document For**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| State | Lien Type | Product Type | Property Type | Occupancy Type |
| **TX** | **First** | **All Section 50(a)(6) mortgages** | **All, except cooperatives** | **Principal residence** |

**Required Changes**

The following changes MUST always be made to this document:

None

**Authorized Changes**

The following changes MAY be made to this document at the lender’s option or MUST be made under certain circumstances only:

1. Lenders MAY add legends to identify the preparers of the document, consistent with the requirements of state and local laws.
2. Lenders MAY include at the bottom of each page “initial lines” on which borrowers may insert their initials to acknowledge that all pages of the document are present. If these lines are added, lenders MUST require the borrowers to initial the lines on each page of the document.
3. Lenders MAY adjust cross-references to section, paragraph, or page numbers, if needed to reflect changes in section, paragraph, or page numbers that result from adding, modifying, or deleting certain language in accordance with another authorized change.
4. Lenders MAY name MERS as the mortgagee of record (as nominee for the beneficiary) in this document and, if they do, MUST make the following changes:
5. Delete the fourth sentence of the definition of “Lender” that says, “*Lender is the beneficiary under this Security Instrument.”* and replace it with the following sentence *“Lender includes any holder of the Note who is entitled to receive payments under the Note*.”
6. Insert a new definition (E), which reads as follows:

***(E) “MERS”*** *is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender’s successors and assigns.* ***MERS is the beneficiary under this Security Instrument.*** *MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.*

1. Redesignate all subsequent definitions (as F, G, H, etc.) as required.
2. Add the following sentence at the beginning of the first paragraph of the section titled “TRANSFER OF RIGHTS IN THE PROPERTY”:

*The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender’s successors and assigns) and the successors and assigns of MERS.*

(e) Revise the paragraph of the section titled “TRANSFER OF RIGHTS IN THE PROPERTY” that begins with the words “TOGETHER WITH all the improvements...” by adding the following sentence at the end of the paragraph:

*Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender’s successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.*

1. Lenders MAY preprint this document with County embedded in that portion of the section of the document titled TRANSFER OF RIGHTS IN THE PROPERTY that requires entry of the Type of Recording Jurisdiction, if all mortgage recordations in the state take place at the county level. In such cases, the words [Type of Recording Jurisdiction] do not have to appear beneath the word County. In addition, if documents are prepared on a transaction-by-transaction basis and the Name of Recording Jurisdiction is typed in when the document is prepared, the words [Name of Recording Jurisdiction] do not have to appear beneath the actual name of the recording jurisdiction.
2. Lenders MAY delete from the last sentence of the paragraph that precedes the Uniform Covenants section the word “generally” and replace it with the word “specially”, if the security property is located in an area in which security instruments normally provide for a special warranty of title by the borrower (rather than a general warranty).
3. Lenders MAY add an asterisk (\*) following the applicable borrower’s name in Definition (B). Borrower on Page 1 and following the applicable borrower’s signature on the next-to-last page of the document and then insert the following legend immediately after the execution block on that page, if a borrower is signing the document for the sole purpose of waiving dower rights:

*\* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ signs as Borrower solely for the purpose of waiving dower rights without personal obligation for payment of any sums secured by this Security Instrument.*

1. Lenders may insert a Notice on the Security Instrument if the Notice is required by applicable law for the type of transaction.
2. Lenders MAY delete the word “Witnesses” and the two accompanying lines for witness signatures that appear to the left of the Borrower signature lines on the last page, if the document is notarized.

**Other Pertinent Information**

Any special instructions related to preparation of this document, use of special signature forms, required riders or addenda, etc. are discussed below.

None