

Sanger, Texas

Application for Property Enhancement Incentives

Contact: Shani Bradshaw, Executive Director - (940) 458-2059 - sbradshaw@sangertexas.org

1 PROJECT INFORMATION							
A	Property Address: 412 N 5th St, Sanger, TX 76266						
B	Estimated Begin Work Date:			Estimated Completion Date:			
C	Years in business at this location: 11 years						
D	Reason for requesting grant: Update to improve exterior of building						
2 ELIGIBILITY OF PROPERTY							
	Yes	No	Item	Notes			
A	X		Within the City?	•			
B	X		Commercially zoned?	•			
C	X		Tax Paying entity?	•			
D	X		City taxes in good standing?	•			
E	X		No City liens existing?	•			
F	X		Proof of ownership provided?	•			
G	X		Outstanding code violations?	•			
H	X		Frequency of Grants OK?	• In accordance with Section 3.1.8			
3 ELIGIBILITY OF BUSINESS							
	Yes	No	Item	Notes			
A	X		Business taxes in good standing?	•			
B	X		Tax Paying entity?	•			
C	X		Continuous operations of 6 months?	• (within the City)			
D			If not owner, authorization provided?	•			
4	Enhancements		Total Cost	Policy Max 50%	Policy Max \$10,000	Amount Requested	Amount Approved
A	Façade: (Section 4.3) • <i>Replace roof w/ METAL Roof</i>		\$ <i>25,487.17</i>	50 %	\$10,000	10,000 \$	\$
B	Interior Renovation: (Section 4.4) •		\$	50 %	\$10,000	\$	\$
C	Landscaping: (Section 4.5) •		\$	50 %	\$10,000	\$	\$
D	Lighting: (Section 4.6) •		\$	50 %	\$10,000	\$	\$
E	Parking / Driveways: (Section 4.7) •		\$	50 %	\$10,000	\$	\$
F	Pedestrian Amenities: (Section 4.8) •		\$	50 %	\$10,000	\$	\$
G	Signage: (Section 4.9) •		\$	50 %	\$10,000	\$	\$
H	Utilities: (Section 4.10) •		\$	50 %	\$10,000	\$	\$
I	Code Compliance: (Section 4.11) •		\$	50 %	\$10,000	\$	\$
J	Demolition: (Section 4.12) •		\$	50 %	\$10,000	\$	\$
K	(Max. Grant Per Policy = \$10,000) TOTAL PROPERTY ENHANCEMENT GRANT APPROVED:						
L	Describe any planned Non-Grant Enhancements:						

5 GRANT PRIORITIES (Section 5.0)				
	Yes	No	Preferred Area?	Notes
A	X		Downtown Sanger	•
B			Areas where greatest benefit obtained	• Improved upkeep of downtown area
	Yes	No	Preferred Business?	Notes
C		X	Retail	•
D		X	Restaurant	•
E	X		Professional Office	• Custom Home Builder Corporate Office
F		X	Sales tax generating business	•
6 ATTACHMENTS / EXHIBITS				
	Yes	No	Item	Notes
A	X		Ownership documentation	•
B	X		Photos of existing conditions	•
C	X		Drawing, renderings, plans of the proposed enhancements	•
D	X		Written description of the enhancements including building materials and color schemes	• Replacement of shingled roofing with Berridge Medium Bronze Standing seam metal roof
E	X		Construction cost estimates from two contractors	•
F		X	Copy of the signed lease agreement	• If Applicant is not property owner
G		X	Written support of the grant application from the owner	• If Applicant is not property owner
7 CONTRACTOR INFORMATION				
A	Contractor for: Roofing			
	Company Name: Distinctive Roofing Systems LLC			
	Contact Person: James Hopkins		Title: Sales	
	Address: 2625 Mineral Wells Hwy, Weatherford, TX 76088			
	Wk Phone: 817 560 6679		Cell:	Fax:
	Email: james@distinctiveroofing.com		Website: distinctiveroofing.com	
B	Contractor for:			
	Company Name:			
	Contact Person:		Title:	
	Address:			
	Wk Phone:		Cell:	Fax:
	Email:		Website:	
C	Contractor for:			
	Company Name:			
	Contact Person:		Title:	
	Address:			
	Wk Phone:		Cell:	Fax:
	Email:		Website:	
D	Contractor for:			
	Company Name:			
	Contact Person:		Title:	
	Address:			
	Wk Phone:		Cell:	Fax:
	Email:		Website:	

8	Applicant / Owner Certifications: In accordance with Resolution 11-14-20 adopting the Property Enhancement Incentives Policy, the undersigned do hereby certify the following:
A	Section 7.1 - Application Accuracy: The information provided in the Application, and all that may have been affixed thereto, is true and correct, and that the City / Board may rely on all of the information therein contained, and all that may have been affixed thereto, as being true and correct.
B	Section 7.2 - Compliance: I (we) certify that I am (we are) solely responsible for all safety conditions and compliance with all safety regulations, building codes, ordinance and other applicable regulations. Neither approval of an Application nor payment of a Property Enhancement Grant upon completion of the project shall constitute approval of the project by any City department, Board Member or Staff or a waiver by the City of any safety regulation, building code, ordinance or other applicable regulation.
C	Section 7.3 - Insurance: I (we) certify that I (we) maintain sufficient insurance coverage for property damage and personal injury liability relating to the project.
D	Section 7.4 - Maintenance: I (we) certify that the Enhancements, once approved by the City shall be maintained for a period of three (3) years from the date of payment. No changes shall be made without prior written approval from the City.
E	Section 7.5 - Discretionary Rights: I (we) certify that I (we) acknowledge that the City has the absolute right of discretion in deciding whether or not to approve a matching Grant relative to the Application, whether or not such discretion is deemed arbitrary or without basis in fact, including the right to approve or disapprove a Grant on terms and conditions that are contrary to the guidelines of this Policy.
F	Section 7.6 - Policy Promotion: I (we) authorize the City to use an approved project to promote the merits of this Policy, including but not limited to displaying a sign at the Property or Business during and within thirty (30) days after construction, and using photographs and descriptions of the project in distribution material, press releases, social media and on the City's website.
G	Section 7.7 - Indemnification: I (we) certify that I am (we are) solely responsible for overseeing the work, and will not seek to hold the City, the Board, and / or their agents, employees, officers, and / or directors liable for any property damage, personal injury, or other loss related in any way to this Policy, and by submission of an Application, agree to indemnify the City, the Board and / or their agents, employees, officers, and / or directors from any claims or damages resulting from the project, including reasonable attorney fees.
9	I (we) hereby affirm the Certifications noted above and approve this Application for Property Enhancement incentives and the Enhancements identified herein.

Property Owner		Applicant / Business Representative	
Company: Mack Properties LLC		Company: Mack Properties LLC	
Signed:		Signed:	
Name: Donny Mack		Name: Donny Mack	
Title: President		Title: President	
W: 940 458 7354	C: 940 391 4149	W: 940 458 7354	C: 940 391 4149
EM:		EM:	
Address: 412 N 5th St, Sanger, TX 76266		Address: 412 N 5th St, Sanger, TX 76266	

CONSTRUCTION DEED OF TRUST

RECORDATION REQUESTED BY:

First United Bank and Trust Co.
Sanger Community Bank
1403 W Chapman Drive
Sanger, TX 76266

WHEN RECORDED MAIL TO:

First United Bank and Trust Co.
Sanger Community Bank
1403 W Chapman Drive
Sanger, TX 76266

SEND TAX NOTICES TO:

Mack Properties, LLC
412 N 5th Street
Sanger, TX 762660000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



THIS DEED OF TRUST is dated March 26, 2026, among Mack Properties, LLC, a Texas Limited Liability Company, whose address is 412 N 5th Street, Sanger, TX 762660000 ("Grantor"); First United Bank and Trust Co., whose address is Sanger Community Bank, 1403 W Chapman Drive, Sanger, TX 76266 (referred to below sometimes as "Beneficiary"); and Jimmy L. Fernandez, whose address is PO Box 130, Durant, OK 74702-0130 (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, and appurtenances; 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 Denton County, State of Texas:

Being Lot 2, Block 17, of ORIGINAL TOWN OF SANGER, an Addition to Denton County, Texas, according to the Plat thereof recorded in Volume 48, Page 630, Deed Records of Denton County, Texas and also recorded in Volume 75, Page 144 of the Deed Records of Denton County, Texas.

The Real Property or its address is commonly known as 512 N 5th Street, Sanger, TX 76266.

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, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF GRANTOR'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN GRANTOR AND LENDER OF EVEN DATE HERewith. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER 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 \$329,159.00 represents, in part or in whole, cash or other financial accommodations advanced or committed by Lender to Grantor on March 26, 2026 at Grantor's request, of which Grantor hereby acknowledges receipt.

CONSTRUCTION MORTGAGE. This Deed of Trust is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of Texas.

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

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

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 use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance 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 use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance 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 shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) 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. 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 the 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. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or

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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; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust 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 the occurrence of any Event of 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.

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.

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. Upon request by Lender, Grantor shall take whatever 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 not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the 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 to the extent permitted by applicable law.

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 as first and prior liens 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

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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.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

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 services, the cost of searching 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 part of 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 interest of Lender under this Deed of Trust.

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.

TAX AND INSURANCE RESERVES. Subject to any limitations and consistent with any requirements set by applicable law, Lender may require Grantor to maintain with Lender reserves for payment of annual taxes, assessments, and insurance premiums, which reserves shall be created by an initial deposit and subsequent monthly payments, or payments at such other interval as payments under the Note may be due, of a sum estimated by Lender to be sufficient to pay the total annual taxes, assessments, and insurance premiums Lender reasonably anticipates to be paid from these reserves. The reserve funds shall be held by Lender as a general deposit from Grantor, which Lender may satisfy by payment of the taxes, assessments, and insurance premiums required to be paid by Grantor as they become due. Lender shall have the right to draw upon the reserve funds to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Deed of Trust shall be construed as requiring Lender to advance other monies or such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the reserve funds disclose a shortage or deficiency, Grantor shall pay such shortage or deficiency as required by Lender. All amounts in the reserve account are hereby pledged to further secure the indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the indebtedness upon the occurrence of an Event of Default. Lender shall not be required to pay any interest or earnings on the reserve funds unless required by law or agreed to by Lender in writing. Lender does not hold the reserve funds in trust for Grantor, and Lender is not Grantor's agent for payment of the taxes and assessments required to be paid by Grantor.

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.



DEED OF TRUST
(Continued)

successor trustees.

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

GRANTOR:

MACK PROPERTIES, LLC

By: [Signature]
Donny Mack, Managing Member of Mack Properties, LLC

By: [Signature]
Michele Mack, Managing Member of Mack Properties, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF TX)
) SS
COUNTY OF Denton)

This instrument was acknowledged before me on March 26, 2024 by Donny Mack, Managing Member of Mack Properties, LLC and Michele Mack, Managing Member of Mack Properties, LLC on behalf of Mack Properties, LLC, a limited liability company.



[Signature]
Notary Public, State of Texas



QUOTE #723

SENT ON:

Nov 12, 2025

Product/Service	Description	Total
24 GA Standing Seam - Reroof	Remove Existing Shingles and Prepare Substrate for New Installation	\$25,487.17

Panel to be roll formed on site with a Zimmerman roll former, manufacturing a 1-1/2 inch seamed single locked roofing panel that is 16" or 17" wide All panels will be U.L. class 4 rated standing seam panels. The roofing system will be installed as per Distinctive Roofing Systems details and specifications. (Distinctive Roofing Systems highly recommends the use of striations to reduce the risk of oil canning and hail damage. Metallic or Premium paint colors are an additional charge. Note: A paint grip finish has no warranty on the metal due to the fact it is processed without a coating and considered a bare material! Paint grip finish color can only be considered a dull gray color and typically has inconsistencies in color throughout the coil.)
(STRIATED OR NONSTRIATED SYSTEM MUST BE INDICATED BELOW PRIOR TO WORK STARTING)

Striations: _____ Initial
Non-Striated: _____ Initial

Standing Seam Color selected: _____ Initial:

Provide and install HIGH TEMP ICE AND WATER SHIELD underlayment to entire standing seam roof area
Provide and install all trim and accessories relating to roofing area to match roof color.
Installation of trim and flashings to be coordinated with general contractor, owner, and individual subcontractors.
All flashings for the HVAC, vent a hoods and Plumbing stacks are to be provided by the subcontractor related to that work and provided to us prior to roof installation.
Paint all vent stacks.
Provide all labor and equipment necessary to complete the job in a timely and professional manner.
Inform the owner/builder of any problems that might exist prior to installation of roofing material in that area.
Keep jobsite clean of trash and debris brought about by roofing crew.
Trash to be placed in container provided by General Contractor.

NOT INCLUDED:

Penetrations for other trades. (Unless penetrations have already been completed)
Copper accessories for other trades.
Ice and snow guards (We highly recommend the installation of ice and snow guards).
Fascia, soffit, wall panels, window trims, awnings, etc.
Door, Wall, or window cladding.
Flashings, boots, bases or caps for plumbing, HVAC, or vent-a-hoods.
Framing, decking, blocking or sub framing.
Skylights, louvers, or framed openings.
Chimney caps.



QUOTE #723

SENT ON:

Nov 12, 2025

Total

\$25,487.17

NOT INCLUDED:

- Penetrations for other trades. (Unless penetrations have already been completed)
- Copper accessories for other trades.
- Ice and snow guards (We highly recommend the installation of ice and snow guards).
- Fascia, soffit, wall panels, window trims, awnings, etc.
- Door, Wall, or window cladding.
- Flashings, boots, bases or caps for plumbing, HVAC, or vent-a-hoods.
- Framing, decking, blocking or sub framing.
- Skylights, louvers, or framed openings.
- Chimney caps.

ALTERATION OF SPECIFICATIONS

Any alteration or deviation from the specifications set forth herein which involve additional expense to the Contractor will be permitted only upon written change order signed by both Owner and Contractor and will be considered an extra cost over and above the bid price. Any details brought about during construction will result in a change order. All terms of this agreement are contingent upon accidents or delays beyond Contractor's control. If for any reason the project is delayed by Owner a back charge for labor hours and profit may be applied. If for any reason materials must be returned the restocking fee will be considered a back charge. Oil canning is not a cause of rejection of metal panels.

WARRANTY

Distinctive Roofing Systems, LLC warrants all workmanship and materials supplied by this contract by Distinctive Roofing Systems, LLC for a period of two years otherwise limited by the manufacturer of individual components. This warranty is limited to the regular use of materials and does not apply to normal wear and tear, abuse, misuse or acts of nature beyond reasonable design conditions. Warranties will not be provided until Distinctive Roofing Systems, L.L.C. has been paid in full.

HOLD HARMLESS CLAUSE

Any claims filed on this project will be the sole responsibility of Owner and Distinctive Roofing Systems, LLC will be held harmless of all claims that might be brought against them, their officers or agents. Distinctive Roofing Systems, LLC will be liable for all materials, equipment, and personnel under its care and supervision.

CANCELLATION AND OTHER CHARGES

Cancellations or changes made to prescheduled work must be made on a weekday, during regular business hours, and no less than 24 hours before work is scheduled to begin. If materials ordered in advance must be returned, owner of the project is subject to a restocking charge, if any.

COLLECTION ON CHANGE ORDERS

All change orders are to be charged and collected prior to performing the new work.

TERMINATION

Contractor may upon one-week written notice to Owner terminate this contract before the termination date herein if, through no fault of Contractor, Owner fails to make payments as required for all work completed and/or for any loss sustained to Contractor for materials, equipment, tools or machinery.

APPLICABLE LAW



QUOTE #723

SENT ON:

Nov 12, 2025

All Contract documents shall be governed by the laws of the State of Texas.

MEDIATION/ARBITRATION

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be submitted to American Arbitration Association for mediation within 60 days after the dispute arises. If the dispute is not settled by mediation and/or one party fails to comply with mediation, the dispute shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

ESCALATION CLAUSE

The price quoted in this estimate reflects today's material costs. Due to the volatile price of steel and crude oil at the date of the estimate, owner will become liable for any price increases in those materials that cause the price of this estimate to be increased. Distinctive Roofing Systems, LLC will provide documentation evidencing the increase.

EXECUTION OF AGREEMENT

This quote is for a custom roof system. Material is slit and custom made for this project only and cannot be returned. Therefore, material will not be ordered until the Proposed Estimate and Contract as well as any other contract documents are completed, signed and returned to Distinctive Roofing Systems, LLC. Other contract documents include, but are not limited to, a Job Information Form and a Color Selection Form.

RIGHT OF WITHDRAWAL OF PROPOSAL

This proposal may be withdrawn by Distinctive Roofing Systems, LLC if not accepted within 30 days.

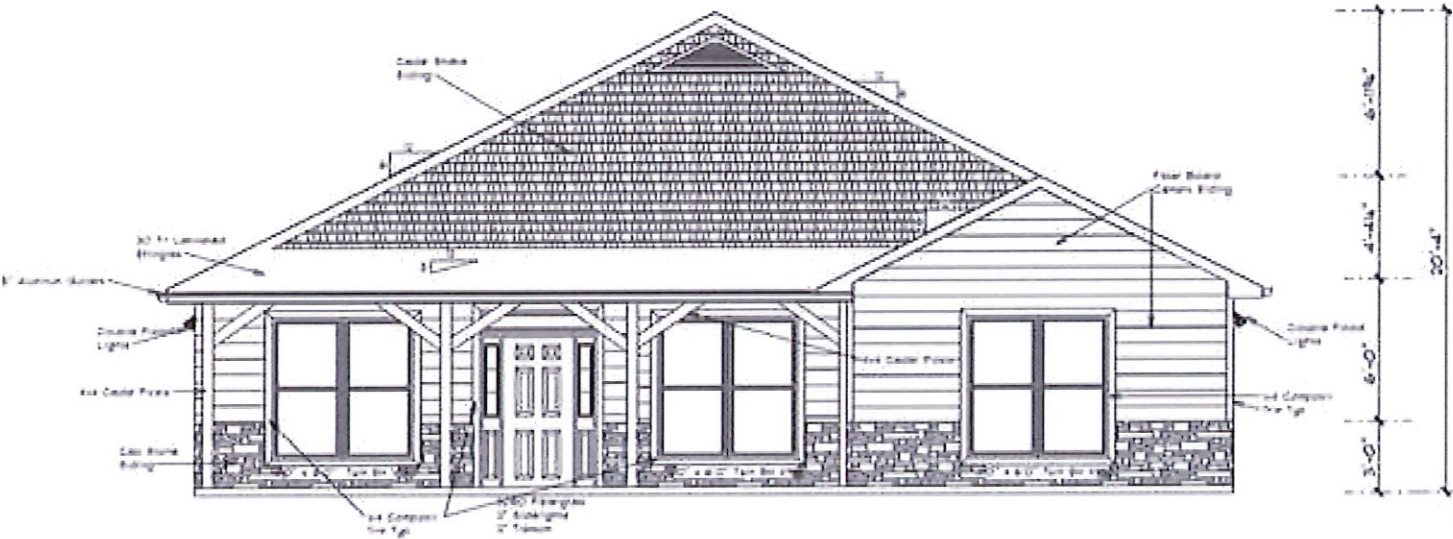
ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory, and are hereby accepted. Distinctive Roofing Systems, LLC is authorized to do the work as specified. Payments are to be made as follows:

Distinctive Roofing Systems, LLC [?]
By Bill E. Pinkerton, Vice President [?]

Owner/Builder

Signature: _____ Date: _____



Front Elevation

APR 16, 2026

Quality Before Profit Since 1994
Roofing, Gutters and Exterior
Residential and Commercial

tslavik@tarrantroofing.com
 (817) 480-2004

DONNY MACK

412 N Fifth St
 Sanger, TX
 76266

ROOFING

Description

Roofing Shingles

NC - Standing Seam Metal Roofing

Accessories

Max Roofing Products MaxFelt XT Synthetic Roofing Underlayment - Tarrant Roofing - 10 SQ. Roll

TRI-BUILT High Performance Polyurethane Sealant

TRI-BUILT Roof Accessory Spray Paint

Polyglass Polystick® MTS Plus Self-Adhered High Temperature Roof Underlayment

Decking

LP OSB

Labor- DFW

Labor- Shingle install >7/12 DFW

PU

Estimate subtotal	\$49,910.00
Dallas, TX (8.25%)	\$4,117.58
Total	\$54,027.58

SIGNING & UPGRADES

Roofing

\$54,027.58*

Name: Donny Mack

Address: 412 N Fifth St, Sanger, TX

*Includes taxes

Customer Comments / Notes

Donny Mack:

Date:

Mack Properties LLC
412 N 5th St, Sanger, TX
Before Update Image



Mack Properties LLC
412 N 5th St, Sanger, TX
After Update Rendering – roofing update to include Berridge Medium Bronze Standing Seam Metal

