

# Fax

To: Doc Management

From: BLAKE NALEID

Fax: 1-866-359-7363

Pages: 7

Phone:

Date: 11-19-2010

Subject: Loan# [REDACTED]

Documents included: ~~2009 Tax Return / P&L Statement~~  
~~FR Income explanation~~  
~~RMA Affidavit~~

## Proof of Income

- lease Renewal for Lenny [REDACTED]
- copies of checks
  - a. Lenny [REDACTED] Rent
  - b. Lenny [REDACTED] Oct. Utilities
  - c. Ricardo [REDACTED] Oct. Utilities

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**REAL ESTATE LEASE**

This Lease Agreement (this "Lease") is dated 11-15-2010 by and between Blake Naleid ("Landlord"), and Lenny [redacted] ("Tenant"). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant Master Bedroom (the "Premises") located at 7006 Lunar Dr., Austin, Texas 78745.

**TERM.** The lease term will begin on 11-15-2010 and will terminate on 5-15-2011

**LEASE PAYMENTS.** Tenant shall pay to Landlord lease payments of \$450.00, payable in advance on the first day of each month, for a total lease payment of 2,700.00. Lease payments shall be made to Landlord at 7006 Lunar Dr., Austin, TX, 78745 which may be changed from time to time by Landlord.

**SECURITY DEPOSIT.** At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of \$ 0.00 to be held and disbursed for Tenant damages to the Premises or other defaults under this Agreement (if any) as provided by law.  
*Deposit is refundable subject to any damages.*

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

**USE OF PREMISES/ABSENCES.** Tenant shall occupy and use the Premises as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

**OCCUPANTS.** No more than 1 person(s) may reside on the Premises unless the prior written consent of the Landlord is obtained.

**PETS.** Pets shall not be allowed without the prior written consent of the Landlord. At the time of signing this Lease, Tenant shall pay to Landlord, in trust, a deposit of \$200.00, to be held and disbursed for pet damages to the Premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this Lease.

**PROPERTY INSURANCE.** Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

**KEYS.** Tenant will be given 1 key(s) to the Premises and 0 mailbox key(s). If all keys are not returned to Landlord following termination of the Lease, Tenant shall be charged \$25.00.

**LOCKOUT.** If Tenant becomes locked out of the Premises, Tenant will be charged \$0.00 to regain entry.

**MAINTENANCE.** Landlord shall have the responsibility to maintain the Premises in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability except that Tenant will be responsible for: clean up personal clutter in common areas. This includes but is not limited to personal belongings, clothes, food and dishes. Clean up his litter on exterior premises. Do not throw cigarette butts on ground. *Smoking inside the house will not be allowed.*

*P.N.*

**UTILITIES AND SERVICES.**

Landlord shall be responsible for the following utilities and services in connection with the Premises:

- Paying 2/3 of Utilities

Tenant shall be responsible for the following utilities and services in connection with the Premises:

- Pay 1/3 of utilities

Tenant acknowledges that Landlord has fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay (if any), other than those to be paid directly to the utility company furnishing the service.

**TAXES.** Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

**REAL ESTATE TAXES.** Landlord shall pay all real estate taxes and assessments for the Premises.

**PERSONAL TAXES.** Landlord shall pay all personal taxes and any other charges which may be levied against the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

**TERMINATION UPON SALE OF PREMISES.** Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 30 days' written notice to Tenant that the Premises have been sold.

**HABITABILITY.** Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair

and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

**DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 10 days (or any other obligation within 15 days) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**LATE PAYMENTS.** For each payment that is not paid within 3 days after its due date, Tenant shall pay a late fee of \$5.00 per day, beginning with the day after the due date.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**NON-SUFFICIENT FUNDS.** Tenant shall be charged \$25.00 for each check that is returned to Landlord for lack of sufficient funds.

**ACCESS BY LANDLORD TO PREMISES.** Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

**INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

**DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

**COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

**SUBORDINATION OF LEASE.** This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

**ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

**LANDLORD:**

Blake Naleid  
7006 Lunar Dr.  
Austin, TX 78745

**TENANT:**

B N  
Lenny [REDACTED]  
7006 Lunar Dr.  
Austin TX 78745

Such addresses may be changed from time to time by either party by providing notice as set forth above.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Texas.

**ENTIRE AGREEMENT/AMENDMENT.** This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

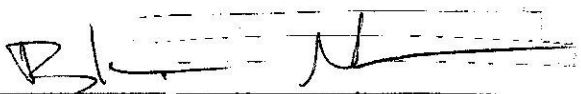
**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds

that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.


**BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

**LANDLORD:**

  
\_\_\_\_\_  
Blake Naleid

11-17-2010

**TENANT:**

  
\_\_\_\_\_  
11/17/2010

**LENNY** [REDACTED]  
 12443 TECH RIDGE BLVD., [REDACTED]  
 AUSTIN, TX 78753

37-65 1579  
 1119  
 8215266043  
 Date 11/19/2010

Pay to the Order of Blake \$ 225.00  
two hundred twenty-five dollars 00/100 Dollars

**WELLS FARGO**  
 Wells Fargo Bank Texas, N.A.  
 701 East Parmer Lane  
 Austin, TX 78753  
 www.wellsfargo.com

Memo Nov. 2nd Help Cost

**LENNY** [REDACTED]  
 12443 TECH RIDGE BLVD., [REDACTED]  
 AUSTIN, TX 78753

37-65 1579  
 1119  
 8215266043  
 Date 11/19/2010

Pay to the Order of Blake \$ 84.00  
eighty-four and 00/100 Dollars

**WELLS FARGO**  
 Wells Fargo Bank Texas, N.A.  
 701 East Parmer Lane  
 Austin, TX 78753  
 www.wellsfargo.com

Memo October utilities

**RICARDO** [REDACTED]  
 7006 LUNAR DR.  
 AUSTIN, TX 78745-5630

32-61 538  
 1110  
 DATE 11-17-10

PAY TO THE ORDER OF Blake Noid \$ 84.33  
Eighty four and 33/100 DOLLARS

**CHASE**  
 JPMorgan Chase Bank, N.A.  
 Dallas, Texas 75201  
 www.Chase.com

MEMO Oct Bills