

STATE COMMISSION ON JUDICIAL CONDUCT

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Austin, TX 78711-2265
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For SCJC use only

SWORN COMPLAINT FORM

- *If you are filing a complaint about more than one judge, please use a **separate form** for each judge.*
- *Complaints are not accepted against courts – you must specifically name the judge against whom you are complaining.*
- *Complaints must be mailed. Send the completed form and any additional pages or supporting information to the SCJC.*

Complaints will NOT be accepted by email, fax, or online.

Note: Please be sure to fill out each section completely. Do not leave any section blank. If you do not know the answer, write “I don’t know.” If the question is not applicable, write “Not Applicable” or “NA.” **Deficient complaints will be returned.**

Section 1	<p>Identity of Complainant Your Name: <u>John Hatch</u> Mailing Address: <u>PO Box 204</u> City, State Zip: <u>San Marcos, TX 78667</u></p>	<p>Date of Birth: <u>01/06/1964</u> Your Phones: Day <u>(512) 392-0840</u> Email Address: <u>john@haysdems.org</u></p>		
Section 2	<p>Identity of Respondent Judge Judge: <u>Judicial candidate Robert Elwood Updegrove aka Robert E. Updegrove</u> Court Number: <u>County Court-at-Law # 3</u> City and County: _____</p>			
Section 3	<p>Identity of Attorney(s) Involved Were / are you pro se (<i>represent yourself</i>)? <input type="checkbox"/> represented by counsel? <input type="checkbox"/> Comment: <u>N/A</u></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 50%; padding: 5px;"> <p>Your Attorney: <u>N/A</u> Address: _____ City/Zip: _____ Phone Number: _____ Email Address: _____</p> </td> <td style="width: 50%; padding: 5px;"> <p>Opposing Attorney: <u>N/A</u> Address: _____ City/Zip: _____ Phone Number: _____ Email Address: _____</p> </td> </tr> </table> <p>Previous Attorney(s) Name(s) and Contact Information: <u>N/A</u></p>		<p>Your Attorney: <u>N/A</u> Address: _____ City/Zip: _____ Phone Number: _____ Email Address: _____</p>	<p>Opposing Attorney: <u>N/A</u> Address: _____ City/Zip: _____ Phone Number: _____ Email Address: _____</p>
<p>Your Attorney: <u>N/A</u> Address: _____ City/Zip: _____ Phone Number: _____ Email Address: _____</p>	<p>Opposing Attorney: <u>N/A</u> Address: _____ City/Zip: _____ Phone Number: _____ Email Address: _____</p>			
Section 4	<p>Nature of Complaint If your complaint involves a court case (i.e., criminal, small claims, civil, family law, traffic, probate, etc.), answer the following questions:</p> <ol style="list-style-type: none"> 1. Name of court: _____ 2. Case Number: _____ 3. Title of suit (for example, State v. Jones or Jones v. Jones): _____ 4. If you are not a party to this suit, what is your connection with it? Explain briefly. _____ 			
Section 5	<p>Identity of Witnesses Name(s) and Contact Information</p>	<p>What did they witness? (Focus on the judge’s conduct, not rulings.) <i>You may continue on separate sheets of paper if not enough room.</i></p>		
	<p>See Exhibit A attached hereto and incorporated herein for all purposes.</p>			

Details of Complaint

Please Tell the Commission what the judge did that you believe to be misconduct. Please focus on the **judge’s conduct**, and **not the judge’s rulings**. (Rarely is a judge’s ruling subject to discipline by the Commission.) If more space is needed, attach additional sheets, but please limit your complaint to no more than 20 pages. Your complaint should be as specific as possible.

Date(s) of Alleged Misconduct of Judge: **See Exhibit A Attached hereto**

Factual Details of your complaint against the Judge:

You may continue on separate sheets of paper if not enough room.

SUMMARY OF COMPLAINTS - Robert Elwood Updegrove a.k.a Robert E. Updegrove a.k.a. “Wood” Updegrove, a licensed Texas attorney, Texas State Bar #24117491, and Republican Candidate for the judgeship of Hays County Court-at-Law #3 in the upcoming November general election (hereinafter also referred to as “Candidate Updegrove”) has intentionally, knowingly and/or recklessly engaged in courses of conduct set forth in Exhibit A attached hereto to confuse and deceive the voters of Hays County, Texas by obfuscating the identity of the current Republican Party candidate for the judgeship of Hays County Court-at-Law #3, in violation of the Texas Code of Judicial Conduct, the Texas Elections Code and the Texas Disciplinary Rules of Professional Conduct. In addition, Candidate Updegrove is disqualified from being a candidate for the judgeship of Hays County Court-at-Law #3 under Texas Government Code § 25.0014, because he has not been a resident of Hays County for at least two (2) years before the upcoming election, due to the fact that he is and has been a resident of Guadalupe County for more than the past two (2) years. For further information, please refer to Exhibit A attached hereto.

Section 6

Factual Details of your complaint against the Judge (continued):

Section 6 (continued)

Section 7	<p>Confidentiality</p> <p><i>* I understand that as part of the Commission's investigation the judge may be provided a copy of this complaint. *</i></p> <p>Please note - the Commission will do its best to maintain your confidentiality, however, it may not be possible for the Commission to pursue an investigation if you request that your identity be kept confidential from the judge. Even if we do not contact the judge during the course of our investigation, there is a risk that one or more of the witnesses contacted by our agency will disclose the investigation and your identity to the judge.</p> <p style="text-align: center;">I request that my identity be kept confidential. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
Section 8	<p>Additional Instructions</p> <p><u>Affidavit</u></p> <p>The State Commission on Judicial Conduct requires that complainants file a sworn complaint. The affidavits are attached.</p> <p>Two types of affidavits (choose one):</p> <ol style="list-style-type: none"> 1. Affidavit Based on Personal Knowledge - (Complete this affidavit if the misconduct alleged is within your direct personal knowledge.) 2. Affidavit Based on Information and Belief - (Complete this affidavit if the misconduct alleged is not within your direct personal knowledge but is based on reasonable belief.) This can include misconduct that you did not directly witness. <p>*** Failure to complete and submit an affidavit will cause your complaint to be noncompliant and returned. ***</p> <hr/> <p>Submission of supporting documents:</p> <ul style="list-style-type: none"> • In order for the Commission to comply with the statutory deadlines, additional information/documentation that you would like to include as part of your complaint submission should be received in this office within thirty (30) days after submission of your complaint. Please limit your additional information and/or evidence to twenty-five (25) pages. • Please note that submission of documents/evidence in support of the underlying matter in litigation, (e.g., employment records, medical records, etc.) is seldom helpful and is discouraged. (In fact, submission of irrelevant material can actually slow down the investigation of your complaint.) • Instead of submitting voluminous information, it is recommended that you detail, in your complaint, the information you possess that is available upon request. • If you wish to supplement your complaint, please reference the material with your CJC number (that will be provided to you) so that it is routed to the accurate file. • Please focus your complaint on supporting information on the judge's conduct instead of the judge's rulings. <p><i>If you are submitting documents, please provide copies, not originals. Originals will not be returned.</i></p> <hr/> <p><u>Anonymous Submissions:</u></p> <p>Anonymous submissions will be presented to the Commission which has the discretion to initiate a complaint based on the anonymous report.</p>

Affidavit Based on Personal Knowledge - (Complete this affidavit if the misconduct alleged is within your direct personal knowledge.)

Please completely fill out this form.

***** Failure to complete this form properly will cause your complaint to be noncompliant and returned. *****

I, _____, Complainant, swear that I have knowledge of the facts alleged in this complaint. I declare that the foregoing is true and correct and that the information contained in this complaint is true and correct.

Signature of Complainant (Declarant)

Please complete **EITHER** the notary section **OR** the Unsworn Declaration section.

NOTARY SECTION

AFFIX NOTARY STAMP/SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OR

UNSWORN DECLARATION SECTION

My name is _____ and my date of birth is _____

My address is _____
(STREET) (CITY) (STATE) (ZIP) (COUNTRY)

Executed in _____ County, State of _____, on the _____ of _____, of 20_____

Signature of Complainant (Declarant)

Section 9

Affidavit Based on Information and Belief - (Complete this affidavit if the misconduct alleged is not within your direct personal knowledge but is based on reasonable belief.)

Please completely fill out this form.

*** Failure to complete this form properly will cause your complaint to be noncompliant and returned. ***

I, John Hatch, Complainant, swear or affirm that I have knowledge of the facts alleged in this complaint. I swear that I have reason to believe and do believe that misconduct alleged in this complaint has occurred. The source of my information and believe is (state below):

See Exhibit A attached hereto.


Signature of Complainant (Declarant)

Please complete **EITHER** the notary section **OR** the Unsworn Declaration section.

NOTARY SECTION

AFFIX NOTARY STAMP/SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

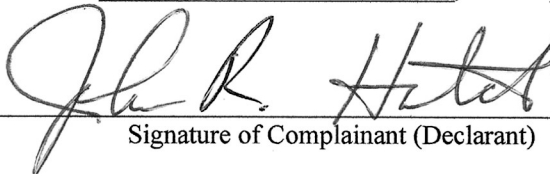
OR

UNSWORN DECLARATION SECTION

My name is John Hatch and my date of birth is 01/06/1964

My address is 215 W. San Antonio Street San Marcos TX 78666 USA
(STREET) (CITY) (STATE) (ZIP) (COUNTRY)

Executed in Hays County, State of Texas, on the 11th of AUGUST, of 2024


Signature of Complainant (Declarant)

Section 10

EXHIBIT A

COMPLAINT AGAINST ROBERT ELWOOD UPDEGROVE, CANDIDATE FOR HAYS COUNTY COURT-AT-LAW #3

SUMMARY OF COMPLAINTS - Robert Elwood Updegrove a.k.a Robert E. Updegrove a.k.a. “Wood” Updegrove, a licensed Texas attorney, Texas State Bar #24117491, and Republican Candidate for the judgeship of Hays County Court-at-Law #3 in the upcoming November general election (hereinafter also referred to as “Candidate Updegrove”) has intentionally, knowingly and/or recklessly engaged in courses of conduct set forth below to confuse and deceive the voters of Hays County, Texas by obfuscating the identity of the current Republican Party candidate for the judgeship of Hays County Court-at-Law #3, in violation of the Texas Code of Judicial Conduct, the Texas Elections Code and the Texas Disciplinary Rules of Professional Conduct. In addition, Candidate Updegrove is disqualified from being a candidate for the judgeship of Hays County Court-at-Law #3 under Texas Government Code § 25.0014, because he has not been a resident of Hays County for at least two (2) years before the upcoming election, due to the fact that he is and has been a resident of Guadalupe County for more than the past two (2) years.

I. TEXAS CODES AND RULES VIOLATED BY CANDIDATE UPDEGROVE

A. Violations of Texas Code of Judicial Conduct (TCJC) by Candidate Updegrove:

- 1. CANON 2 A:** A judge shall comply with the law and should act at all times in a manner that promotes public confidence in the integrity and impartiality of the judiciary.
- 2. CANON 5(1):** A judge or judicial candidate shall not:
(ii) knowingly or recklessly misrepresent the identity, qualifications, present position, or other fact concerning the candidate or an opponent...
- 3. CANON 5(5):** A judge or judicial candidate shall not knowingly make a false declaration on a statutorily required application for a place on the ballot for any of the courts listed in Canon 6A(1).

The above-referenced TCJC Canons are applicable to Candidate Updegrove since he is a Candidate for Judicial Office and a Texas Licensed attorney, as set forth in TCJC Canons 6G. and 6H. Accordingly, Candidate Updegrove is subject to sanctions, disciplinary action and/or review as set forth in Canons 6G and 6H.

B. Violation of the Texas Elections Code (TEC) § 255.005 by Candidate Updegrove:

Sec. 255.005. MISREPRESENTATION OF IDENTITY.

- (a) A person commits an offense if, with intent to injure a candidate or influence the result of an election, the person misrepresents the person's identity or, if acting or purporting to act as an agent, misrepresents the

identity of the agent's principal, in political advertising or a campaign communication.

(b) An offense under this section is a Class A misdemeanor

C. Violation of the Texas Disciplinary Rules Of Professional Conduct (TDRPC) 8.04 Regarding Misconduct by Candidate Updegrove:

(a) A lawyer shall not:

(1) violate these rules, knowingly assist or induce another to do so, or do so through the acts of another, whether or not such violation occurred in the course of a client-lawyer relationship;...

(3) engage in conduct involving dishonesty, fraud, deceit or misrepresentation;...

(12) violate any other laws of this state relating to the professional conduct of lawyers and to the practice of law.

D. Violation of Texas Government Code § 25.0014 by Candidate Updegrove:

Texas Government Code § 25.0014 provides as follows:

QUALIFICATIONS OF JUDGE. The judge of a statutory county court must:

(1) be at least 25 years of age;

(2) be a United States citizen **and have resided in the county for at least two years before election or appointment**; and

(3) be a licensed attorney in this state who has practiced law or served as a judge of a court in this state, or both combined, for the four years preceding election or appointment, unless otherwise provided for by law. (emphasis added)

II. BACKGROUND FACTS RELEVANT TO TEXAS CODES AND RULES VIOLATED BY CANDIDATE UPDEGROVE

A. Robert Earl Updegrove (hereinafter also referred to as “Former Judge Updegrove”) is the father of Candidate Updegrove. Former Judge Updegrove resides in Hays County, Texas at 4710 N. State Highway 123, San Marcos, Texas 78666. Candidate Updegrove and Former Judge Updegrove shall also be referred to collectively as “the Updegroves”.

B. Candidate Updegrove resides with his wife, Amelia Nicole Jaeger (hereinafter also referred to as “Candidate Updegrove’s Wife”), and other family, in Guadalupe County, Texas at 152 Navarro Crossing, Unit 3B, Seguin, Texas 78155 and has done so continuously from 2020 to present.

C. Former Judge Updegrove was the Judge of the Hays County Court-at-Law # 1 from 2010 to 2022. In 2022, Former Judge Updegrove ran for re-election as the Republican Party candidate for Judge of Hays County Court-at-Law # 1, using the names interchangeably of “Robert Updegrove” and “Robert E. Updegrove” during such election and using the campaign slogan “VOTE UPdegrove”. Former Judge Updegrove’s campaign treasurer during such election was David S. Watts. Former Judge Updegrove was defeated in such election by his Democratic

Party opponent, Jimmy Alan Hall. Judge Hall took the bench on January 1, 2023 and is serving a four (4) year term as the Judge of Hays County Court-at-Law # 1.

D. Also, in 2022, Elaine S. Brown ran as the Democratic Party candidate for the unexpired term for Judge of Hays County Court-at-Law # 3. Ms. Brown defeated the Republican Party candidate who had been appointed to such position. Judge Brown took the bench on January 1, 2023 and is currently serving the remainder of the unexpired term as the Judge of Hays County Court-at-Law # 3, which ends on December 31, 2024. Judge Brown's Court has been designated as the Mental Health Court for Hays County. Judge Brown is currently running for re-election as the Democratic Party candidate for such judicial position.

E. Candidate Updegrave is running as Judge Brown's Republican Party candidate opponent in the upcoming November 2024 election for the judgeship of Hays County Court-at-Law # 3. Candidate Updegrave declared his candidacy on December 11, 2023, which was the last day of the deadline for doing so. Candidate Updegrave was recruited to be the Republican Party candidate shortly before the above-mentioned deadline. In fact, operatives of the Republican Party were attempting to recruit candidates, other than Candidate Updegrave, just days before said deadline to run for such judicial position. Candidate Updegrave is running for such position using, among other things, the same names his father, Former Judge Updegrave, used in the 2022 election referenced above, being "Robert Updegrave" and "Robert E. Updegrave", using the same campaign slogan his father used "VOTE UPdegrave" and the same campaign treasurer his father used, David S. Watts. Candidate Updegrave has made very limited public campaign appearances. Candidate Updegrave has never been a Judge, either elected or appointed.

F. On July 28, 2020, Candidate Updegrave's Wife, while married to Candidate Updegrave, purchased a condominium in Guadalupe County, Texas, located at 152 Navarro Crossing, Unit 3B, Seguin, Texas (hereinafter also referred to as the "Residence"), as is shown by the Warranty Deed with Vendor's Lien attached hereto as **Exhibit #1**, and incorporated herein for all purposes. Also, on July 28, 2020, Candidate Updegrave and Candidate Updegrave's Wife, as a married couple, executed a Deed of Trust, attached hereto as **Exhibit #2**, and incorporated herein for all purposes, granting a lien upon their Residence to secure the payment of a promissory note for the purchase of their Residence. One of the provisions contained in said Deed of Trust that Candidate Updegrave and Candidate Updegrave's Wife, as Borrowers, agreed to sets forth as follows:

"6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be reasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control."

In addition, Candidate Updegrave's Wife has claimed a Homestead property tax exemption on their Residence located in Guadalupe County, as is shown by the true and correct copy of the Guadalupe County Notices of Appraised Value attached hereto as **Exhibit #3**, and incorporated herein for all purposes. Furthermore, according to a search of the Official Public Records of the Hays County Clerk, neither Candidate Updegrave nor Candidate Updegrave's Wife have ever owned any real property in Hays County, as is evidenced by the true and correct copies of such

Official Public Records Search, attached hereto as **Exhibit #4**, and incorporated herein for all purposes.

III. DISCUSSION OF TEXAS CODES AND RULES VIOLATED BY CANDIDATE UPDEGROVE

A. Discussion of Violations by Candidate Updegrove in Connection with Misrepresentations: The course of conduct engaged in by Candidate Updegrove and Former Judge Updegrove set forth in the facts stated above has been done intentionally, knowingly and/or recklessly to confuse and deceive the electorate of Hays County as to which Updegrove is running for the judgeship of Hays County Court-at-Law # 3. The following actions by the Updegroves, acting in concert with one another, have led to this confusion and deception of the Hays County electorate.

1. Same Names, Campaign Slogan And Campaign Treasurer Used by the Updegroves Causing Confusion to Hays County Voters: Use of the same names of "Robert Updegrove" and "Robert E. Updegrove", Campaign Slogan and Campaign Treasurer by Candidate Updegrove in his campaign, that his father previously used in his campaign, is causing great confusion among Hays County voters as to just who the true Republican candidate is for the judgeship of Hays County Court-at-Law # 3 in the upcoming election. Many voters mistakenly think that Former Judge Updegrove is the Republican Party candidate currently running for the judgeship of Hays County Court-at-Law # 3.

2. Misrepresentation of Candidate on the Hays County Republican Party Website: Attached hereto as **Exhibit #5**, and incorporated herein for all purposes, is a true and correct copy of the Hays County Republican Party website as it existed on July 24, 2024 setting forth a list of the Republican Party candidates for the upcoming 2024 election. Included on this website listing is a candidate designated as "Robert E. Updegrove". Under such candidate's name is a listing for their campaign website and a facebook page regarding same. There is no Facebook page provided for such candidate. However, when the campaign website listed under such candidate's name was accessed, instead of being directed to a website of the alleged true candidate, the son, Candidate Updegrove, the user was directed to the campaign website of the father, Former Judge Updegrove, as is evidenced by **Exhibit #6**, attached hereto and incorporated herein for all purposes. who is supposedly not currently running for office at all. The Hays County Republican Party website represented that Former Judge Updegrove was the candidate for Hays County Court-at-Law #3 for a number of months. This matter was brought to Candidate Updegrove's attention months ago, but he failed and refused to do anything to remedy this misrepresentation. This egregious conduct evidences that Candidate Updegrove was acting intentionally to misrepresent the identity of the true Republican Party candidate for Hays County Court-at-Law #3 to Hays County voters. The Hays County Republican Party website remained in the above-referenced state until sometime after July 24, 2024, when it was changed. Now, instead of directing persons to Former Judge Updegrove's campaign website, it does not link to any campaign website. This does nothing to clarify the confusion as to the Republican Party Candidate for Hays County Court-at-Law #3. It would be an understatement to say that this is also very confusing to the Hays County electorate,

both Democrat and Republican alike. The Hays County electorate has to be left asking “If the Hays County Republicans don’t know who their candidate is, then how am I supposed to know?”.

3. Lack Of Information On The Internet: In addition, a search of the internet regarding the Republican Party candidate for Hays County Court-at-Law # 3 yields no clarity. The father’s, Former Judge Updegrove’s, old campaign website is included in the search results. The son, Candidate Updegrove, has no election website. The only website referring specifically to Candidate Updegrove is one connected to his law firm that has been under construction since 2021, a true and correct copy of which is attached hereto as **Exhibit #7**, and incorporated herein for all purposes. While Candidate Updegrove not having a campaign website is not in violation of any law, the fact that his father, Former Judge Updegrove still has his old election website on the internet and has not taken it down indicates an intent to mislead the voters of Hays County.

4. Confusion at the Hays County Elections Office Caused by the Updegroves: At beginning of the subject judicial campaign, even the Hays County Election Office apparently was under the impression that it was the father, Former Judge Updegrove, who is the Republican Party judicial candidate for Hays County Court-at-Law # 3, since campaign related reports filed by both the Updegroves were placed in the same computer file on such office’s website. This confusion was not rectified until after a third party brought this to the attention of officials at the Hays County Elections Office. Attached hereto and incorporated herein for all purposes as **Exhibit #8**, are true and correct copies of the aforementioned reports filed by Candidate Updegrove. Attached hereto and incorporated herein for all purposes as **Exhibit #9**, is a true and correct copy of the Judicial Candidate/Officeholder Campaign Finance Report filed by Former Judge Updegrove with the Hays County Elections Office. From a review of the above-mentioned reports, it is no wonder that the officials at the Hays County Elections Office were confused due to the similarity of such reports. Both reports have the same candidate names on them, the same addresses, the same Campaign Treasurer and even the same Notary. Their signatures are even similar. This confusion could have been easily dispelled by Candidate Updegrove had he simply used his different middle name on such reports. However, Candidate Updegrove intentionally, knowingly and/or recklessly chose not to do so. Once more, the Hays County electorate has to be left asking “If the Hays County Elections Office does not know who the candidate is, then how am I supposed to know?”

5. Limited Public Campaign Appearances by Candidate Updegrove Leads to Hays County Voter Confusion: Although there have been several public speaking forums at which Candidate Updegrove could have appeared in person to clear up some of the confusion regarding his candidacy, he has failed to do so. It is apparent that Candidate Updegrove is intentionally and knowingly not appearing at such forums, in order to confuse the Hays County Electorate. The only public event at which Candidate Updegrove has appeared, as far as is known, was the Wimberley July 4th parade. Attached hereto as **Exhibit #10** are photographs of Candidate Updegrove and Former Judge Updegrove participating in such parade. Former Judge Updegrove is seen driving the truck with Candidate Updegrove on the trailer. However, these photographs provide no clarity as to the identity of the candidate. The campaign signs state that the candidate is “Robert

Updegrove” and are the same as those used by Former Judge Updegrove during his 2022 campaign, except the Court number has been changed from 1 to 3. This confusion could be easily cleared up by placing Candidate Updegrove’s full name and possibly a photograph of him on such signage, but that has not been done.

While none of the matters set forth above, standing alone, conclusively establish a course of action to intentionally, knowingly and/or recklessly deceive and cause confusion to Hays County voters, all of the above matters taken as a whole, leave no doubt that this is the case. Is the candidate the father, Former Judge Updegrove, an experienced jurist, or the son, Candidate Updegrove, who has no judicial experience? There has been no effort on the part of Candidate Updegrove to clarify just who the Republican Party candidate is for Hays County Court-at-Law #3.

The above actions of the Candidate Updegrove is violative of **TCJC Canon 5(1)** since Candidate Updegroves has knowingly or recklessly misrepresented the identity, qualifications, present position, and other facts concerning the true Republican Party candidate for Hays County Court-at-Law #3. Such actions of the Candidate Updegrove is also in violation of **TEC § 255.005** in that, with intent to influence the result of the election, Candidate Updegrove has misrepresented the identity of the true candidate for Hays County Court-at-Law # 3 in political advertising and in campaign communications. Further, Candidate Updegrove is in violation of **TDRPC 8.04(a)(3)** by the above actions because he has engaged in conduct involving dishonesty, fraud, deceit or misrepresentation. By violating the above Codes and Rules, Candidate Updegrove has also violated **TCJC Canon 2 A** and **TDRPC 8.04(a)(1), and (12)**.

B. Discussion of Violations by Candidate Updegrove in Connection with the Residency Qualifications:

As is set forth above, in accordance with **Texas Government Code § 25.0014**, a candidate for Hays County Court-at-Law #3 must have resided in Hays County for at least two (2) years before election or appointment. It is clear from the evidence presented herein that Candidate Updegrove does not meet the County residence qualification set forth in such Code, and that he should be disqualified from running for such judicial office for the following reasons:

1. The Property Tax Homestead Exemption Claimed by Candidate Updegrove’s Wife on Their Residence in Guadalupe County Establishes Candidate Updegrove’s Primary Residence.

In Texas, a married couple can only exempt one homestead for protection from creditors and for property tax exemption purposes. It is apparent from the Warranty Deed and the Deed of Trust, attached hereto as Exhibits #1 and #2, respectively, that at the time Candidate Updegrove’s Wife acquired their Residence in Guadalupe County, they were married. In fact, Candidate Updegrove’s signature on such Deed of Trust was required because under **Texas Family Code §5.001**, neither spouse may encumber their homestead without the joinder of the other spouse. They also promised in Paragraph 6 of the Deed of Trust to “occupy, establish, and use the Property as Borrower’s principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower’s principal residence for at least one year after the date of occupancy”. As evidenced by Exhibit #3, Candidate Updegrove’s Wife has

designated their Residence located in Guadalupe County as their homestead for tax purposes. The primary eligibility criterion for a Texas homestead property tax exemption is that the property must be the owner's primary residence as of January 1st of the tax year. As evidenced by the Official Hays County Records Search set forth in Exhibit #4 attached hereto, neither Candidate Updegrave, nor Candidate Updegrave's Wife own any real property in Hays County, nor has there been any indication from either of them that their residence is anywhere but Guadalupe County. Accordingly, the above establishes that Candidate Updegrave's residence has been in Seguin, Guadalupe County, Texas for more than the past 2 years.

2. To Meet the Residence Qualification of Texas Government Code § 25.0014, Candidate Updegrave Had to Decide that He was Going to Run for County Court-at-Law #3 and Begin Residing In Hays County Before the November 2022 Election. In order to meet the residency qualification for the 2024 election, Candidate Updegrave would have needed to begin residing in Hays County, Texas prior to the 2022 election. The 2022 general election was held on Tuesday, November 8, 2022. The 2024 election is set to be held on Tuesday, November 5, 2024. Accordingly, Candidate Updegrave would have needed to be residing in Hays County by November 5, 2022 (which is a date prior to the 2022 election, and at a time before the outcome of the 2022 election had been decided) at the latest to be qualified to be a candidate for such judgeship. This did not happen because Candidate Updegrave was not recruited as the Republican candidate until shortly before the December 11, 2023 deadline to declare his candidacy. The fact that Candidate Updegrave is claiming that he has been residing in Hays County since November 5, 2022 strains credulity since Candidate Updegrave, as a husband and father, would have needed to be residing away from his family for over two (2) years before he even knew he would be running for election to the Hays County Court-at-Law #3.

3. Misrepresentation of Identity on Application by Candidate Updegrave. In order to qualify as a candidate for the Hays County Court-at-Law #3 in the 2024 election, Candidate Updegrave was required to complete an Application for a Place on the General Primary Ballot (the "Application") and provide the Application to the Hays County Republican Party Chairman. On the Application, Candidate Updegrave would have been required to designate his permanent residence address. Upon information and belief, the address designated on such Application by Candidate Updegrave was his father's address in San Marcos, Hays County, Texas noted above, and not Candidate Updegrave's true permanent residence address in Seguin, Guadalupe County, Texas, as noted above.

The foregoing actions regarding residency qualifications of Candidate Updegrave are in violation of the following Codes and Rules. **Texas Government Code § 25.0014** has been violated by Candidate Updegrave in that his true permanent residence address is located in Seguin, Guadalupe County, Texas and has been for more than the past two years. This disqualifies him from being a 2024 judicial candidate for the Hays County Court-at-Law #3. The believed misrepresentation on the Application regarding Candidate Updegrave's permanent residence address is in violation of **TCJC Canon 5(5)** in that Candidate Updegrave knowingly made a false declaration on a statutorily required application for a place on the ballot for any of the courts listed in **Canon 6A(1)** and is also in violation of **TEC § 255.005** in that with intent to influence the result of the election Candidate Updegrave has misrepresented the identity of the

true candidate for Hays County Court-at-Law # 3 in campaign communications. Further, Candidate Updegrove is in violation of **TDRPC 8.04(a)(3)** by the above actions because he has engaged in conduct involving dishonesty, fraud, deceit or misrepresentation. By violating the above Codes and Rules, Candidate Updegrove has also violated **TCJC Canon 2 A** and **TDRPC 8.04(a)(1), and (12)**.

In conclusion, Candidate Updegrove should not be allowed to run, nor be elected to Hays County Court-at-Law #3 for the reasons set forth above. If the voters of Hays County cannot trust him as a candidate, how can he be trusted as a judge? The voters of Hays County should be judged by someone who is a resident of Hays County and not an outsider. Accordingly, Candidate Updegrove should be disciplined, sanctioned and disqualified from being a candidate for the judgeship of such Court. The electorate of Hays County deserves better.

EXHIBIT 1

ALT 15247NW/SR

WARRANTY DEED WITH VENDOR'S LIEN

JAEGER
Loan Number: 823365921
MIN: 1001109-0000866595-8

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS X
COUNTY OF GUADALUPE X KNOW ALL MEN BY THESE PRESENTS:

THAT CHARMAINE R. MOORE AN UNMARRIED WOMAN, hereinafter called "Grantor" (whether one or more), for and in consideration of the sum of TEN Dollars (\$10.00) and other good and valuable consideration to Grantor paid by AMELIA NICOLE JAEGER, A MARRIED PERSON, hereinafter called "Grantee" (whether one or more), the receipt of which is hereby acknowledged and confessed, and the further consideration of the execution and delivery by said Grantee of one certain promissory note(s) hereinafter called "Note", in the principal sum of \$134,400.00, of even date herewith, payable to the order of AmCap Mortgage, Ltd., hereinafter called "Mortgagee", bearing interest at the rate therein provided; said Note containing the usual reasonable attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by Vendor's Lien and superior title retained herein in favor of said Mortgagee; and being also secured by a Deed of Trust of even date herewith from Grantee to RICHARD A. RAMIREZ, Trustee; and

WHEREAS, Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the property hereinafter described, as included in the above- described Note, said Vendor's Lien against said property securing the payment of said Note is hereby assigned, transferred and delivered to Mortgagee, Grantor hereby conveying to said Mortgagee the said superior title to said property, subrogating said Mortgagee to all the rights and remedies of Grantor in the premises by virtue of said liens; and

Grantor has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto said Grantee, the following described property, to-wit:

UNIT 3B OF NAVARRO CROSSING CONDOMINIUMS, A CONDOMINIUM PROJECT LOCATED IN THE CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS, TOGETHER WITH THE LIMITED COMMON ELEMENTS, AND AN UNDIVIDED INTEREST IN AND TO THE GENERAL COMMON ELEMENTS AS DEFINED IN THE CONDOMINIUM DECLARATION RECORDED IN DOCUMENT NO. 2015026300 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS, AMENDED AND SUPPLEMENTED IN DOCUMENT NO. 2016002105; DOCUMENT NO. 2017019528, DOCUMENT NO. 201899008615; DOCUMENT NO. 201899016409, DOCUMENT NO. 20199016986, DOCUMENT NO. 202099001624, OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS.

TO HAVE AND TO HOLD the above-described premises, together with all and singular, the rights and appurtenances thereunto in anywise belonging unto said Grantee, his heirs and assigns, forever. And

Grantor does hereby bind himself, his heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto said Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Taxes for the current year have been prorated and their payment is assumed by Grantee.

This conveyance is made subject to any and all valid and subsisting restrictions, easements, rights of way, reservations, maintenance charges together with any lien securing said maintenance charges, zoning laws, ordinances of municipal and/or other governmental authorities, conditions and covenants, if any, applicable to and enforceable against the above-described property as shown by the records of the County Clerk of said County.

The use of any pronoun herein to refer to Grantor or Grantee shall be deemed a proper reference even though Grantor and/or Grantee may be an individual (either male or female), a corporation, a partnership or a group of two or more individuals, corporations and/or partnerships, and when this Deed is executed by or to a corporation, or trustee, the words "heirs, executors, and administrators" or "heirs and assigns" shall, with respect to such corporation or trustee, be construed to mean "successors and assigns".

It is expressly agreed that the Vendor's Lien is retained in favor of the payee of said Note against the above-described property, premises, and improvements, until said Note and all interest thereon shall have been fully paid according to the terms thereof, when this deed shall become absolute.

EXECUTED this 28th day of July, 2020.

Charmae R. Moore
CHARMAINE R. MOORE

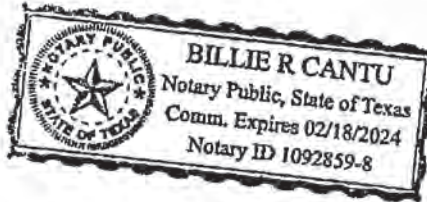
STATE OF Texas

COUNTY OF Guadalupe

This instrument was acknowledged before me on this 28th day of July, 2020 by CHARMAINE R. MOORE

Billie R Cantu
NOTARY PUBLIC

GRANTEE'S ADDRESS:
152 NAVARRO CROSSING UNIT 3B
SEGUIN, TX 78155



202099019732

I certify this instrument was ELECTRONICALLY FILED and RECORDED in the OFFICIAL PUBLIC RECORDS of Guadalupe County, Texas on 07/29/2020 02:40:36 PM PAGES: 2 LEAH TERESA KIEL, COUNTY CLERK

(Page 1 of 2)



Teresa Kiel

EXHIBIT 2

OFF 15247NW/SR

When recorded, mail to:
Amcap Mortgage Ltd C/O DocProbe
1125 Ocean Avenue
Lakewood, NJ 08701

This document was prepared by:
Richard A. Ramirez
C&R Docs
8920 Business Park Drive, Suite 175
Austin, TX 78759
832-520-1030

Title Order No.: 15247NW

LOAN #: 823365921

[Space Above This Line For Recording Data]

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED OF TRUST

MIN: 1001109-000868595-8

MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated July 28, 2020, together with all Riders to this document.

(B) "Borrower" is AMELIA NICOLE JAEGER AND ROBERT E. UPDEGROVE, A MARRIED COUPLE,.

Borrower is the grantor under this Security Instrument.

(C) "Lender" is AmCap Mortgage, Ltd..

Lender is a Limited Partnership,
under the laws of Texas.

Lender's address is 9999 Bellaire Boulevard, Suite 700, Houston, TX 77036

organized and existing

Lender includes any holder of the Note who is entitled to receive payments under the Note.

(D) "Trustee" is Richard A. Ramirez.



LOAN #: 823365921

Trustee's address is 8920 Business Park Drive, Suite 175, Austin, TX 78759.

(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.

(F) "Note" means the promissory note signed by Borrower and dated July 28, 2020. The Note states that Borrower owes Lender ONE HUNDRED THIRTY FOUR THOUSAND FOUR HUNDRED AND NO/100***** Dollars (U.S. \$134,400.00)

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1, 2050.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- Adjustable Rate Rider
- Condominium Rider
- Second Home Rider
- Balloon Rider
- Planned Unit Development Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- V.A. Rider
- Other(s) [specify]

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

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. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County

[Type of Recording Jurisdiction]

of Guadalupe

[Name of Recording Jurisdiction]:

UNIT 3B OF NAVARRO CROSSING CONDOMINIUMS, A CONDOMINIUM PROJECT LOCATED IN THE CITY OF SEGUIN, GUADALUPE COUNTY, TEXAS, TOGETHER WITH THE LIMITED COMMON ELEMENTS, AND AN UNDIVIDED INTEREST IN AND TO THE GENERAL COMMON ELEMENTS AS DEFINED IN THE CONDOMINIUM DECLARATION RECORDED IN DOCUMENT NO. 2015026300 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS, AMENDED AND SUPPLEMENTED IN DOCUMENT NO. 2018002105, DOCUMENT NO. 2017019528, DOCUMENT NO. 201899008615, DOCUMENT NO. 201899016409, DOCUMENT NO. 20199016986, DOCUMENT NO. 202099001624, OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS.

APN #: 1G3855-0000-003B0-4-18

APN #: 1G3855-0000-003B2-4-18

which currently has the address of 152 Navarro Crossing Unit 3B, Seguin,

[Street] [City]

Texas 78155

("Property Address"):

[Zip Code]



LOAN #: 823365921

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." 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.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall



LOAN #: 823365921

apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of



LOAN #: 823365921

the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the



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insurer's risk in exchange for a share of the premiums paid to the Insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then:



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(a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that



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time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence. For the purposes of this Section 22, the term "Lender" includes any holder of the Note who is entitled to receive payments under the Note.

If Lender invokes the power of sale, Lender, its designee, or Trustee shall give notice of the date, time, place and terms of sale by posting and filing the notice as provided by Applicable Law. Lender or its designee shall mail a copy of the notice to Borrower in the manner prescribed by Applicable Law. Sale shall be public, occurring between the hours of 10 a.m. and 4 p.m. on a date and at a location permitted by Applicable Law. The time of sale must begin at the time stated in the notice of sale or not later than three hours after the stated time. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying indefeasible title to the Property with covenants of general warranty from Borrower. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Property is sold pursuant to this Section 22, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession or other court proceeding.

23. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall provide a release of this Security Instrument to Borrower or Borrower's designated agent in accordance with Applicable Law. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Substitute Trustee; Trustee Liability.** All rights, remedies and duties of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting alone or together. Lender, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by Applicable Law.

Trustee shall not be liable if acting upon any notice, request, consent, demand, statement or other document believed by Trustee to be correct. Trustee shall not be liable for any act or omission unless such act or omission is willful.

25. **Subrogation.** Any of the proceeds of the Note used to take up outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property. Lender shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

26. **Partial Invalidity.** In the event any portion of the sums intended to be secured by this Security Instrument cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.



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27. Purchase Money; Owelty of Partition; Renewal and Extension of Liens Against Homestead Property; Acknowledgment of Cash Advanced Against Non-Homestead Property. Check box as applicable:

Purchase Money.

The funds advanced to Borrower under the Note were used to pay all or part of the purchase price of the Property. The Note also is primarily secured by the vendor's lien retained in the deed of even date with this Security Instrument conveying the Property to Borrower, which vendor's lien has been assigned to Lender, this Security Instrument being additional security for such vendor's lien.

Owelty of Partition.

The Note represents funds advanced by Lender at the special instance and request of Borrower for the purpose of acquiring the entire fee simple title to the Property and the existence of an owelty of partition imposed against the entirety of the Property by a court order or by a written agreement of the parties to the partition to secure the payment of the Note is expressly acknowledged, confessed and granted.

Renewal and Extension of Liens Against Homestead Property.

The Note is in renewal and extension, but not in extinguishment, of the indebtedness described on the attached Renewal and Extension Exhibit which is incorporated by reference. Lender is expressly subrogated to all rights, liens and remedies securing the original holder of a note evidencing Borrower's indebtedness and the original liens securing the indebtedness are renewed and extended to the date of maturity of the Note in renewal and extension of the indebtedness.

Acknowledgment of Cash Advanced Against Non-Homestead Property.

The Note represents funds advanced to Borrower on this day at Borrower's request and Borrower acknowledges receipt of such funds. Borrower states that Borrower does not now and does not intend ever to reside on, use in any manner, or claim the Property secured by this Security Instrument as a business or residential homestead. Borrower disclaims all homestead rights, interests and exemptions related to the Property.

28. Loan Not a Home Equity Loan. The Loan evidenced by the Note is not an extension of credit as defined by Section 50(a)(6) or Section 50(a)(7), Article XVI, of the Texas Constitution. If the Property is used as Borrower's residence, then Borrower agrees that Borrower will receive no cash from the Loan evidenced by the Note and that any advances not necessary to purchase the Property, extinguish an owelty lien, complete construction, or renew and extend a prior lien against the Property, will be used to reduce the balance evidenced by the Note or such Loan will be modified to evidence the correct Loan balance, at Lender's option. Borrower agrees to execute any documentation necessary to comply with this Section 28.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security instrument and in any Rider executed by Borrower and recorded with it.

Amelia Nicole Jaeger _____ (Seal)
 AMELIA NICOLE JAEGER

Robert E. Updegrove _____ (Seal)
 ROBERT E. UPDEGROVE



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State of TEXAS

County of GUADALUPE

Before me, the undersigned, on this day personally appeared AMELIA NICOLE JAEGER AND ROBERT E. UPDEGROVE, known to me (or proved to me on the oath of Debrae TD) or through Debrae TD to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 28th day of July, 2020



Billie R Cantu
(Notary Public Signature)

Lender: AmCap Mortgage, Ltd.
NMLS ID: 129122
Loan Originator: Craig Thomas
NMLS ID: 239969



LOAN #: 823365921
MIN: 1001109-0000866595-8

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 28th day of July, 2020 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to AmCap Mortgage, Ltd.

(the "Lender")
of the same date and covering the Property described in the Security Instrument and located at: 152 Navarro Crossing Unit 3B, Seguin, TX 78155.

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: NAVARRO CROSSING CONDOMINIUMS

(the "Condominium Project").
If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan. Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.



LOAN #: 823365921

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Condominium Rider.

Amelia Nicole Jaeger _____ (Seal)
AMELIA NICOLE JAEGER

Robert E. Updegrave _____ (Seal)
ROBERT E. UPDEGRAVE

MULTISTATE CONDOMINIUM RIDER--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3140 1/01
Ellie Mae, Inc.

Page 2 of 2

F3140RDU 0307
F3140RLU (CLS)
07/26/2020 10:12 AM PST

202099019733

I certify this instrument was ELECTRONICALLY FILED
and RECORDED in the OFFICIAL PUBLIC RECORDS
of Guadalupe County, Texas on
07/29/2020 02:40:37 PM PAGES: 12 LEAH
TERESA KIEL, COUNTY CLERK



Teresa Kiel



This is **NOT** a Tax
Statement

2024 Notice of Appraised Value

Do Not Pay From
This Notice

GUADALUPE APPRAISAL DISTRICT
3000 N AUSTIN STREET
SEGUIN, TX 78155

Website: www.guadalupead.org

Phone: 830 303 3313 Fax: 830 372 2874

DATE OF NOTICE: April 15, 2024

Account #: 168335

Ownership %: 100.00

Geo ID: 1G3855-0000-003B0-4-18

Legal: NAVARRO CROSSING UNIT 3-B .11 AC CONDO UNIT ONLY

Legal Acres:

Situs: 152 NAVARRO CROSSING TX

Appraiser: *PJS

Owner ID: 246424

APPRAISAL NOTICE

Property ID: 168335 - 1G3855-0000-003B0-4-18

JAEGER AMELIA NICOLE

152 NAVARRO CROSSING UNIT 3B
SEGUIN, TX 78155

Dear Property Owner,

We have appraised the property listed above for the tax year 2024. As of January 1, our appraisal is outlined below.

Appraisal Information			Last Year - 2023	Proposed - 2024	
Market Value of Improvements (Structures / Buildings, etc.)			244,179	239,293	
Market Value of Non Ag/Timber Land			0	0	
Market Value of Ag/Timber Land			0	0	
Market Value of Personal Property/Minerals			0	0	
Total Market Value			244,179	239,293	
Productivity Value of Ag/Timber Land			0	0	
Appraised Value			200,860	220,946	
Homestead Cap Value/Circuit Breaker Limitation			200,860	220,946	
Exemptions (DV - Disabled Vet; DP-Disabled Person; HS-Homestead; OV65-Over 65)			HS	HS	
2023 Exemption Amount	2023 Taxable Value	Taxing Unit	2024 Proposed Appraised Value	2024 Exemption Amount	2024 Taxable Value
5,000	195,860	GUADALUPE COUNTY	220,946	5,000	215,946
8,000	192,860	LATERAL ROAD	220,946	8,000	212,946
0	200,860	CITY OF SEGUIN	220,946	0	220,946
100,000	100,860	NAVARRO I.S.D.	220,946	100,000	120,946

The difference between the 2019 appraised value and the 2024 appraised value is 153.99%.

An (*) next to the Taxing Unit name indicates a tax ceiling exists for the taxing unit.

The Texas Legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally elected officials, and all inquiries concerning your taxes should be directed to those officials.

If you qualified your home for an age 65 or older or disabled person homestead exemption, the school taxes on that property cannot increase as long as you own and live in that home. The tax ceiling is the amount you pay in that year that you qualified for the age 65 or older or disabled person exemption. The school taxes on your home may not go above the amount of the ceiling, unless you improve the home (other than normal repairs or maintenance).

The governing body of each taxing unit decides whether taxes on the property will increase, and the appraisal district only determines the property's value.

LOCAL PROPERTY TAX DATABASE

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information regarding the amount of taxes that each entity that taxes your property will impose if the entity adopts its proposed tax rate. Your local property tax database will be updated regularly during August and September as local elected officials propose and adopt the property tax rates that will determine how much you pay in property taxes.

A property owner may request from the county assessor-collector for the county in which the property is located or, if the county assessor-collector does not assess taxes for the county, the person who assesses taxes for the county under Section 6.24(b), contact information for the assessor for each taxing unit in which the property is located, who must provide the information described by this subsection to the owner on request.

County Tax Assessor-Collector: GUADALUPE COUNTY TAX ASSESSOR-COLLECTOR 307 W. COURT ST., SEGUIN, TEXAS 78155 (830)379-2315

A property owner may register on the appraisal district's internet website, if the appraisal district maintains an internet website, to have notifications regarding updates to the property tax database delivered to the owner by e-mail.

You may qualify for the real property other than residence homestead circuit breaker limitation if your property's appraised value is not more than the amount determined under Tax Code Section 23.231 Subsection (j) for the tax year in which the property first qualified. Under Section 23.231, Tax Code, for the 2024, 2025, and 2026 tax years, the appraised value of real property other than a residence homestead for ad valorem tax purposes may not be increased by more than 20 percent each year, with certain exceptions. The circuit breaker limitation provided under Section 23.231, Tax Code, expires December 31, 2026. Unless this expiration date is extended by the Texas Legislature, beginning in the 2027 tax year, the circuit breaker limitation provided under Section 23.231, Tax Code, will no longer be in effect and may result in an increase in ad valorem taxes imposed on real property previously subject to the limitation.

Visit the appraisal district's website to elect to exchange communications with a tax official electronically under Subsection (a-2) of Tax Code Section 1.085.

To file a protest, complete the notice of protest form following the instructions included in the form and no later than the deadline below, mail or deliver the form to the appraisal review board at the following address: 3000 N. AUSTIN ST., SEGUIN, TEXAS 78155

Deadline for filing a protest: May 15, 2024

Location of Hearings: 3000 N. AUSTIN ST., SEGUIN, TEXAS 78155

ARB will begin hearings: May 16, 2024

Enclosed are copies of the following documents published by the Texas Comptroller of Public Accounts: (1) Taxpayer Assistance Pamphlet and (2) notice of protest.

Property owners who file a notice of protest with the appraisal review board (ARB) may request an informal conference with the appraisal district to attempt to resolve a dispute prior to a formal ARB hearing. In counties with populations of 1 million or more, property owners may request an ARB special panel for certain property protests.

Contact your appraisal district for further information.

Peter Snaddon, Chief Appraiser



EXHIBIT 4



Please log in

Official Public Record Search - Web

Search Instructions

Individual Names should be entered **Last First** (i.e. Smith James). For a broader search, use only a last name and first initial.

Organizational Names should be entered as **they are spelled** (i.e. Texas Bank).

Recorder Documents are indexed from Aug 24, 1848 through Jul 23, 2024

Clerk Documents are indexed through

Both Names

<input type="text" value="X JAEGER AMELIA NICOLE"/>	Grantor	Grantee
<input type="text" value="Type here to filter..."/>	<input type="text" value="Type here to filter..."/>	<input type="text" value="Type here to filter..."/>

Recording Date	Recording Date	Instrument Number
Start	End	
<input type="text" value="mm/dd/yyyy"/>	<input type="text" value="mm/dd/yyyy"/>	<input type="text"/>

Book Page

Book	Volume	Page	Notes
<input type="text" value="Type here to"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Document Types

Use Advanced Name Searching ([What is this?](#))

<input type="button" value="Recent searches"/>	<input type="button" value="Clear Selections"/>	<input type="button" value="Search"/>
--	---	---------------------------------------

No results found, please try a new search or remove applied Filters

Official Public Record Search - Web Both Names contains JAEGER AMELIA NICOLE





Hays County Clerk
Self-Service Web



Please log in

← Back



Please log in

Official Public Record Search - Web

Search Instructions

Individual Names should be entered Last First (i.e. Smith James). For a broader search, use only a last name and first initial.

Organizational Names should be entered as they are spelled (i.e. Texas Bank).

Recorder Documents are indexed from Aug 24, 1848 through Jul 23, 2024

Clerk Documents are indexed through

Both Names

Grantor

Grantee

Recording Date Start

Recording Date End

Instrument Number

Book Page

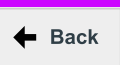
Book	Volume	Page	Notes
<input type="text" value="Type here to"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Document Types

Use Advanced Name Searching ([What is this?](#))

No results found, please try a new search or remove applied Filters

Official Public Record Search - Web Both Names contains UPDEGROVE ROBERT ELWOOD





Hays County Clerk
Self-Service Web



Please log in

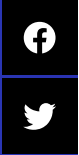
← Back

EXHIBIT 5

512-268-9354 6000 FM 150, Kyle, TX 78640



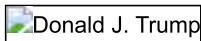
Uniting in Principle. Uniting for Us.



- HOME
- CALENDAR
- EVENTS
- NOTICES
- CANDIDATES
- OFFICIALS
- GROUPS
- HCRP BYLAWS

NOTE: Candidates are listed in Ballot Order for the Hays County Republican Primary.

FEDERAL CANDIDATES

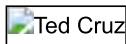


Donald J. Trump



DonaldJTrump.com
@DonaldTrump

Senator



Ted Cruz



TedCruz.org
@TedCruzPage

Congressional District 21



Chip Roy



ChipRoy.com
@ChipRoyforCongress



Keep The HCRP Strong
Help us elect more committed conservatives to local, state, and federal offices in 2024 & beyond.





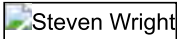
Congressional District 35



Michael Rodriguez



RodriguezForCongress.org
[Michael Rodriguez Profile Page]



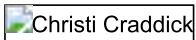
Steven Wright



[Link Not Provided]
[Link Not Provided]

STATE CANDIDATES

Railroad Commissioner

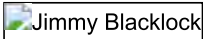


Christi Craddick



ChristiCraddick.com
@ChristiCraddick

Justice, Supreme Court of Texas, Place 2



Jimmy Blacklock



JimmyBlacklock.com
@JimmyBlacklockCampaign

Justice, Supreme Court of Texas, Place 4

UPCOMING EVENTS

JUL
25
Thu
(https://hayscountygo.org/calendar/action~oneday/exact_date~7-25-2024/)

4:30 pm
HCRW: Dinner, Drinks & Discussion @ Willow Lake Watering Hole & Merchatile (https://hayscountygo.org/event/hcrw-ddd-2024-07-25/?instance_id=1396)



AUG
19
Mon
(https://hayscountygo.org/calendar/action~oneday/exact_date~8-19-2024/)

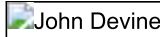
6:30 pm
Executive Committee Meeting @ Hays County Republican Party Welcome Center (https://hayscountygo.org/event/ec-meeting-2024-08-19/?instance_id=1385)

AUG
20
Tue
(https://hayscountygo.org/calendar/action~oneday/exact_date~8-20-2024/)

6:00 pm WVC ~ HCRW ~ WAR ~ DSR: Potluck ... @ Wimberley VFW Post #6441 (https://hayscountygo.org/event/gotv-2024-08-20/?instance_id=1395)

SEP
23
Mon
(https://hayscountygo.org/calendar/action~oneday/)

6:30 pm
Executive Committee Meeting @ Hays County Republican Party Welcome Center



John Devine



JusticeDevineTX.com
[Link Not Provided]

Justice, Supreme Court of Texas, Place 6

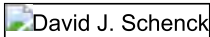


Jane Bland



JusticeJaneBland.com
@JudgeJaneBland

Presiding Judge, Court of Criminal Appeals

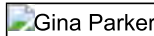


David J. Schenck



KeepJusticeSchenck.com
@Justice.David.Schenck

Judge, Court of Criminal Appeals, Place 7



Gina Parker



GinaParkerCampaign.com
[Link Not Provided]

Judge, Court of Criminal Appeals, Place 8



Lee Finley



GLeeFinley.com
@FinleyforJudge

State Senator, District 25

exact_date~9-23-2024/)

(https://hayscountygov.org/event/ec-meeting-2024-09-23/?instance_id=1387)

OCT 21 Mon (https://hayscountygov.org/calendar/action~oneday/exact_date~10-21-2024/)

6:30 pm Executive Committee Meeting @ Hays County Republican Party Welcome Center (https://hayscountygov.org/event/ec-meeting-2024-10-21/?instance_id=1389)

NOV 11 Mon (https://hayscountygov.org/calendar/action~oneday/exact_date~11-11-2024/)

6:30 pm Executive Committee Meeting @ Hays County Republican Party Welcome Center (https://hayscountygov.org/event/ec-meeting-2024-11-11/?instance_id=1391)

DEC 9 Mon (https://hayscountygov.org/calendar/action~oneday/exact_date~12-9-2024/)

6:30 pm Executive Committee Meeting @ Hays County Republican Party Welcome Center (https://hayscountygov.org/event/ec-meeting-2024-12-09/?instance_id=1393)

(https://hayscountygov.org/calendar/)



RECENT POSTS

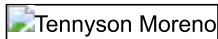


Donna Campbell



DonnaCampbell.com
@DonnaCampbellTX

State Representative, District 45



Tennyson Moreno



TennysonMoreno.com
[Tennyson Moreno Profile Page]

State Representative, District 73

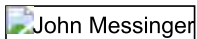


Carrie Isaac



IsaacForTexas.com
@CarrielsaacForTexas

Justice, 3rd Court of Appeals District, Place 2

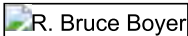


John Messinger



[Link Not Provided]
[Link Not Provided]

District Judge, 22nd Judicial District



R. Bruce Boyer

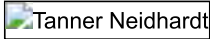


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- Statement from HCRP Chair Michelle Lopez
- Welcome
- State Delegate Application (2024)
- Precinct Convention Locations (2024)
- Precinct, SD21 & SD25 Convention Notices (2024)
- Hays County Elections Dept: Equipment Test
- Notice of Drawing for Place on Ballot (2024)
- Hays County Voting Precinct Map (2024)
- Executive Committee Meeting
- Voting Center Locations
- 2023 Constitutional Amendments Ballot
- Hays County Voting Precinct Map for 2023 Election
- Group Meetings / Events / Activities
- HCRW: Wimberley Independence Day Parade Float (2023)
- Why Attend The Lincoln-Reagan Dinner?



District Judge, 483rd Judicial District



Tanner Neidhardt

TannerForTexas.com



@Tanner.Neidhardt

County Court at Law, No. 3



Robert E. Updegrove

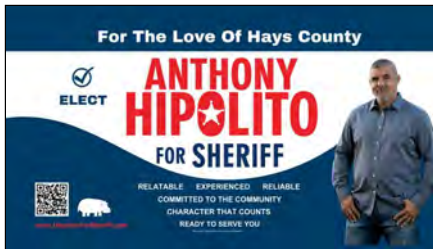
VoteUpdegrove.com



[Link Not Provided]

COUNTY CANDIDATES

County Sheriff



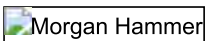
Anthony Hipolito

HipolitoForSheriff.com



@HipolitoforHaysCounty

County Commissioner, Precinct 3



Morgan Hammer

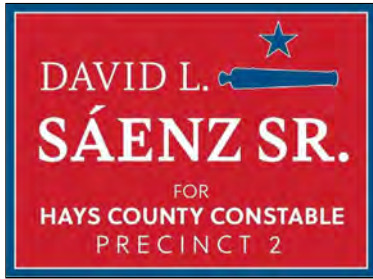
HammerForHays.com



[Link Not Provided]



Constable, Precinct 2



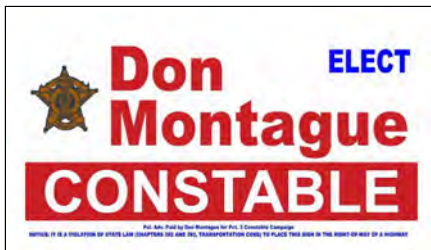
David L. Saenz, Sr.

SaenzForHaysCountyConstable2.com

 [David L. Saenz, Sr. Profile Page]



Constable, Precinct 3



Don Montague

DonMontagueForConstable.com

 @DonMontagueforConstable

Constable, Precinct 4



Dave Graham

DaveForHays.com

 @DaveForConstable

Constable, Precinct 5



John Ellen

ReElectJohnEllen.com

 [John Ellen Profile Page]





ROBERT UPDEGROVE FOR JUDGE

[Home](#)
[Take Action](#)
[Photos and Calendar](#)
[Where to Vote](#)
[Endorsements](#)

Getting to know Robert Updegrove

Robert Updegrove is a long time San Marcos resident, a practicing local attorney, and a judicial candidate for Hays County Court at Law 1. Robert Updegrove and his siblings were born and raised on the Texas Gulf Coast. They graduated from Aransas Pass High School knowing that they were expected not only to attend, but to graduate from college. His parents and grandparents were involved in the commercial fishing industry, with strong ties to and a watchful eye over the continued health of this community. In addition, his father assisted lobbying efforts for Seafood Producers Association for both the rights of those involved in commercial fishing and for the protection of this precious natural resource. Over the years, Robert Updegrove has worked in and has experience with: commercial fishing, construction, aviation, education and the legal profession. As a child and throughout college, Robert and his brother owned and operated a commercial fishing/shrimping business.

He taught Business Management classes at Palo Alto College in San Antonio and was a technical writer contracted to Northwest Airlines. He co-owned a specialty residential renovation company. Robert now practices law full time serving both criminal and civil cases in Hays County and the surrounding communities. He also practices mediation in civil law suits.

Robert Updegrove is a firm believer in service to the community and giving back to the community he lives in. This is an attitude that he shares with his wife and they stress to their children. Robert has been active with youth sports, coaching several teams with friends and family. He has worked locally on several Cattle Barron benefits supporting American Cancer Society. Robert was the treasurer for United Way of Hays County and is currently serving as a board member. Robert is a member of Texas Criminal Defense Lawyers Association. He is active in the Republican Party and a member of the San Marcos Chamber of Commerce as well as a member of various youth booster clubs. Robert is a member and deacon of First Christian Church.



Robert's Thoughts On Our County Court Judicial System

People want judges who focus their time and attention on the work of the court. They want a person who works tirelessly for the citizens of their county. Someone who is fair, accessible, decisive, even tempered, a person who they feel is on their side and one who can make the tough decisions.

Robert Updegrove recognizes that people can, and often do, disagree in good faith on many issues. In all contested matters, there are two sides. As judge, Robert will listen to both sides prior to making a decision. Robert Updegrove believes "We need judges who decide cases based on what the law is, not what they think it should be ... not biased toward defense or prosecution ... plaintiff or defendant or special interest."

Every success Robert Updegrove has enjoyed has come as the result of hard work. He will continue to work both hard and smart for the citizens of Hays County as Judge of the County Court at Law #1.

ROBERT UPDEGROVE: AN EXPERIENCED, QUALIFIED, AND HARD WORKING ATTORNEY WHO WILL BE A CONSISTENT, FAIR, DECISIVE, AND ACCESSIBLE JUDGE FOR ALL!

[United Way of Hays County](#)
[First Christian Church](#)
[Hays County Republican Part](#)
[Texas Criminal Defense Lawye Association](#)
[San Marcos Chamber of Comme](#)
[Texas State University](#)
[Saint Mary's School of Law](#)


ROBERT UPDEGROVE FOR JUDGE

EXHIBIT 7

← → 🏠 🌐 updegrove-law.com ☆ 🔔 📧 🗂️ 📧

📧 Jerome Email 📁 Admin & Fax 📁 Courts 📁 Trustee 📁 PARALEGAL RESOU... 📁 Debts and Property 🕒 Date Calculator 📄 BK Packet: Login 🎂 Jubilee 📄 TXdocs® Anywhere... 👤 Google Contacts » 📁 All Bookmarks

The Updegrove Law Firm

Coming Soon

Copyright © 2021 The Updegrove Law Firm - All Rights Reserved. Powered by GoDaddy Website Builder

EXHIBIT 8

**APPOINTMENT OF A CAMPAIGN
TREASURER BY A JUDICIAL CANDIDATE**

**FORM JCTA
PG 1**

See JCTA Instruction Guide for detailed instructions.

1 Total pages filed:

: 4 | 2

FILED
2024 JAN 11 PM

2 JUDICIAL CANDIDATE NAME

MS/MRS/MR: MR. FIRST: ROBERT MI: E
NICKNAME: LAST: UPDEGROVE SUFFIX:

OFFICE USE ONLY

Filer ID #

Date Received



Date Hand-delivered or

3 JUDICIAL CANDIDATE MAILING ADDRESS

ADDRESS / PO BOX; APT / SUITE #: 4710 HWY 123 CITY: SAN MARCOS TX STATE: ZIP CODE: 78666

Receipt #

Amount \$

Date Processed

4 JUDICIAL CANDIDATE PHONE

AREA CODE: (512) PHONE NUMBER: 749-9955 EXTENSION:

Date Imaged

5 OFFICE HELD (if any)

6 OFFICE SOUGHT (if known): HAYS COUNTY COURT AT LAW # 3 JUDGE

7 CAMPAIGN TREASURER NAME

MS/MRS/MR: MR. FIRST: DAVID MI: S. NICKNAME: LAST: WATTS SUFFIX:

8 CAMPAIGN TREASURER STREET ADDRESS (Residence or business)

STREET ADDRESS: 108 E SAN ANTONIO ST. APT / SUITE #: CITY: SAN MARCOS TX STATE: ZIP CODE: 78666

9 CAMPAIGN TREASURER PHONE

AREA CODE: (512) PHONE NUMBER: 557-0576 EXTENSION:

10 CANDIDATE SIGNATURE

I am aware of the Nepotism Law, Chapter 573 of the Texas Government Code.
I am aware of my responsibility to file timely reports as required by Title 15 of the Election Code.
I am aware of the restrictions in title 15 of the Election Code on contributions from corporations and labor organizations.

Robert S. Updegrave
Signature of Candidate

01/09/2024
Date Signed

GO TO PAGE 2

**JUDICIAL CANDIDATE MODIFIED
REPORTING DECLARATION**

**FORM JCTA
PG 2**

**11 JUDICIAL
CANDIDATE
NAME**

ROBERT E. UPDEGROVE

**12 MODIFIED
REPORTING
DECLARATION**

**COMPLETE THIS SECTION ONLY IF YOU ARE CHOOSING MODIFIED
REPORTING. PLEASE READ THE EXPLANATION OF MODIFIED
REPORTING IN THE INSTRUCTIONS TO THIS FORM.**

**** This declaration must be filed no later than the 30th day before the
first election to which the declaration applies. ****

**** The modified reporting option is valid for one election cycle only. ****
(An election cycle includes a primary election, a general election, and any related runoffs.)

I do not intend to accept more than \$1,080 in political contributions
or make more than \$1,080 in political expenditures (excluding filing
fees) in connection with any future election within the election
cycle. I understand that if either one of those limits is exceeded, I
will be required to file pre-election reports and, if necessary, a
runoff report.

Year of election(s) or election
cycle to which declaration applies

Signature of Candidate

TEC Filers may send this form to the TEC electronically at treasappoint@ethics.state.tx.us
or mail to
Texas Ethics Commission
P.O. Box 12070
Austin, TX 78711-2070

**Non-TEC Filers must file this form with the local filing authority
DO NOT SEND TO TEC**

For more information about where to file go to:
<https://www.ethics.state.tx.us/filinginfo/QuickFileAReport.php>

FILED

2024 JAN 11 PM 1:41
COUNTY CLERK
TEXAS

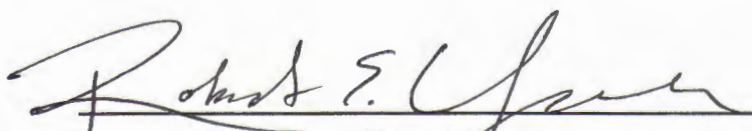
CODE OF FAIR CAMPAIGN PRACTICES

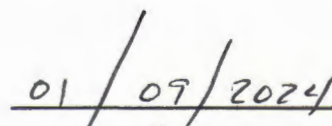
There are basic principles of decency, honesty, and fair play that every candidate and political committee in this state has a moral obligation to observe and uphold, in order that, after vigorously contested but fairly conducted campaigns, our citizens may exercise their constitutional rights to a free and untrammelled choice and the will of the people may be fully and clearly expressed on the issues.

THEREFORE:

- (1) I will conduct the campaign openly and publicly and limit attacks on my opponent to legitimate challenges to my opponent's record and stated positions on issues.
- (2) I will not use or permit the use of character defamation, whispering campaigns, libel, slander, or scurrilous attacks on any candidate or the candidate's personal or family life.
- (3) I will not use or permit any appeal to negative prejudice based on race, sex, religion, or national origin.
- (4) I will not use campaign material of any sort that misrepresents, distorts, or otherwise falsifies the facts, nor will I use malicious or unfounded accusations that aim at creating or exploiting doubts, without justification, as to the personal integrity or patriotism of my opponent.
- (5) I will not undertake or condone any dishonest or unethical practice that tends to corrupt or undermine our system of free elections or that hampers or prevents the full and free expression of the will of the voters, including any activity aimed at intimidating voters or discouraging them from voting.
- (6) I will defend and uphold the right of every qualified voter to full and equal participation in the electoral process, and will not engage in any activity aimed at intimidating voters or discouraging them from voting.
- (7) I will immediately and publicly repudiate methods and tactics that may come from others that I have pledged not to use or condone. I shall take firm action against any subordinate who violates any provision of this code or the laws governing elections.

I, the undersigned, candidate for election to public office in the State of Texas or campaign treasurer of a political committee, hereby voluntarily endorse, subscribe to, and solemnly pledge myself to conduct the campaign in accordance with the above principles and practices.


Signature


Date

JUDICIAL CANDIDATE / OFFICEHOLDER CAMPAIGN FINANCE REPORT

FORM JC/OH
COVER SHEET PG 1

The JC/OH Instruction Guide explains how to complete this form.

1 Filer ID (Ethics Commission Filers)

2 Total pages filed:

3 CANDIDATE /
OFFICEHOLDER
NAME

MS / MRS / MR

MR.

FIRST

ROBERT

MI

E.

NICKNAME

LAST

UPDEGROVE

SUFFIX

4 CANDIDATE /
OFFICEHOLDER
MAILING
ADDRESS

ADDRESS / PO BOX;

4710 HWY123

APT / SUITE #;

SAN MARCOS TX 78666

CITY;

STATE;

ZIP CODE

Change of Address

5 CANDIDATE/
OFFICEHOLDER
PHONE

AREA CODE

PHONE NUMBER

EXTENSION

(512) 749-9955

6 CAMPAIGN
TREASURER
NAME

MS / MRS / MR

MR.

FIRST

DAVID

MI

S.

NICKNAME

LAST

WATTS

SUFFIX

7 CAMPAIGN
TREASURER
ADDRESS

STREET ADDRESS (NO PO BOX PLEASE); APT / SUITE #;

108 E. SAN ANTONIO ST.

CITY;

SAN MARCOS

STATE;

TX

ZIP CODE

78666

(Residence or Business)

8 CAMPAIGN
TREASURER
PHONE

AREA CODE

PHONE NUMBER

EXTENSION

(512) 557-0576

9 REPORT TYPE

January 15

30th day before election

Runoff

15th day after campaign
treasurer appointment
(Officeholder Only)

July 15

8th day before election

Exceeded Modified
Reporting Limit

Final Report (Attach C/OH - FR)

10 PERIOD
COVERED

Month Day Year

07 / 01 / 2023

THROUGH

Month Day Year

12 / 31 / 2023

11 ELECTION

ELECTION DATE

Month Day Year

03 / 05 / 2024

ELECTION TYPE

Primary

Runoff

Other
Description

General

Special

12 OFFICE

OFFICE HELD (if any)

13 OFFICE SOUGHT (if known)

HAYS COUNTY COURT AT LAW #5, JUDGE

14 NOTICE FROM
POLITICAL
COMMITTEE(S)

THIS BOX IS FOR NOTICE OF POLITICAL CONTRIBUTIONS ACCEPTED OR POLITICAL EXPENDITURES MADE BY POLITICAL COMMITTEES TO SUPPORT THE CANDIDATE / OFFICEHOLDER. THESE EXPENDITURES MAY HAVE BEEN MADE WITHOUT THE CANDIDATE'S OR OFFICEHOLDER'S KNOWLEDGE OR CONSENT. CANDIDATES AND OFFICEHOLDERS ARE REQUIRED TO REPORT THIS INFORMATION ONLY IF THEY RECEIVE NOTICE OF SUCH EXPENDITURES.

COMMITTEE TYPE

GENERAL

SPECIFIC

COMMITTEE NAME

COMMITTEE ADDRESS

COMMITTEE CAMPAIGN TREASURER NAME

COMMITTEE CAMPAIGN TREASURER ADDRESS

Additional Pages

GO TO PAGE 2

JUDICIAL CANDIDATE / OFFICEHOLDER CAMPAIGN FINANCE REPORT

FORM JC/OH
COVER SHEET PG 2

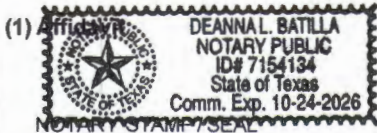
15 JC/OH NAME ROBERT E. UPDEGROVE 16 Filer ID (Ethics Commission Filers)

17 CONTRIBUTION TOTALS	1. TOTAL UNITEMIZED POLITICAL CONTRIBUTIONS (OTHER THAN PLEDGES, LOANS, OR GUARANTEES OF LOANS, OR CONTRIBUTIONS MADE ELECTRONICALLY)	\$ 0.00
	2. TOTAL POLITICAL CONTRIBUTIONS (OTHER THAN PLEDGES, LOANS, OR GUARANTEES OF LOANS)	\$ 0.00
EXPENDITURE TOTALS	3. TOTAL UNITEMIZED POLITICAL EXPENDITURE.	\$ 0.00
	4. TOTAL POLITICAL EXPENDITURES	\$ 0.00
CONTRIBUTION BALANCE	5. TOTAL POLITICAL CONTRIBUTIONS MAINTAINED AS OF THE LAST DAY OF REPORTING PERIOD	\$ 0.00
OUTSTANDING LOAN TOTALS	6. TOTAL PRINCIPAL AMOUNT OF ALL OUTSTANDING LOANS AS OF THE LAST DAY OF THE REPORTING PERIOD	\$ 0.00

18 SIGNATURE I swear, or affirm, under penalty of perjury, that the accompanying report is true and correct and includes all information required to be reported by me under Title 15, Election Code.

Robert E. Updegrave
Signature of Candidate/Officeholder

Please complete either option below:



Sworn to and subscribed before me by Robert E. Updegrave this the 10th day of January, 2024, to certify which, witness my hand and seal of office.

Deanna L. Batilla Deanna L. Batilla Notary Public
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

OR

(2) Unsworn Declaration

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of Candidate/Officeholder (Declarant)

SUBTOTALS - JC/OH

FORM JC/OH
COVER SHEET PG 3

19 FILER NAME ROBERT E. UPDEGROVE		20 Filer ID (Ethics Commission Filers)
21 SCHEDULE SUBTOTALS NAME OF SCHEDULE		SUBTOTAL AMOUNT
1.	<input type="checkbox"/> SCHEDULE A1: MONETARY POLITICAL CONTRIBUTIONS	\$ N/A
2.	<input type="checkbox"/> SCHEDULE A2: NON-MONETARY (IN-KIND) POLITICAL CONTRIBUTIONS	\$ N/A
3.	<input type="checkbox"/> SCHEDULE B: PLEDGED CONTRIBUTIONS	\$ N/A
4.	<input type="checkbox"/> SCHEDULE E: LOANS	\$ N/A
5.	<input type="checkbox"/> SCHEDULE F1: POLITICAL EXPENDITURES MADE FROM POLITICAL CONTRIBUTIONS	\$ N/A
6.	<input type="checkbox"/> SCHEDULE F2: UNPAID INCURRED OBLIGATIONS	\$ N/A
7.	<input type="checkbox"/> SCHEDULE F3: PURCHASE OF INVESTMENTS MADE FROM POLITICAL CONTRIBUTIONS	\$ N/A
8.	<input type="checkbox"/> SCHEDULE F4: EXPENDITURES MADE BY CREDIT CARD	\$ N/A
9.	<input checked="" type="checkbox"/> SCHEDULE G: POLITICAL EXPENDITURES MADE FROM PERSONAL FUNDS	\$ 1500 ⁰⁰
10.	<input type="checkbox"/> SCHEDULE H: PAYMENT MADE FROM POLITICAL CONTRIBUTIONS TO A BUSINESS OF C/OH	\$ N/A
11.	<input type="checkbox"/> SCHEDULE I: NON-POLITICAL EXPENDITURES MADE FROM POLITICAL CONTRIBUTIONS	\$ N/A
12.	<input type="checkbox"/> SCHEDULE K: INTEREST, CREDITS, GAINS, REFUNDS, AND CONTRIBUTIONS RETURNED TO FILER	\$ N/A

POLITICAL EXPENDITURES MADE FROM PERSONAL FUNDS

SCHEDULE G

If the requested information is not applicable, DO NOT include this page in the report.

EXPENDITURE CATEGORIES FOR BOX 8(a)

- | | | | |
|--|-------------------------------|--------------------------------|--|
| Advertising Expense | Event Expense | Loan Repayment/Reimbursement | Solicitation/Fundraising Expense |
| Accounting/Banking | Fees | Office Overhead/Rental Expense | Transportation Equipment & Related Expense |
| Consulting Expense | Food/Beverage Expense | Polling Expense | Travel In District |
| Contributions/Donations Made By | Gift/Awards/Memorials Expense | Printing Expense | Travel Out Of District |
| Candidate/Officeholder/Political Committee | Legal Services | Salaries/Wages/Contract Labor | Other (enter a category not listed above) |
| Credit Card Payment | | | |
- The Instruction Guide explains how to complete this form.

1 Total pages Schedule G: 1	2 FILER NAME ROBERT E. UPDEGROVE	3 Filer ID (Ethics Commission Filers)
---------------------------------------	--	--

4 Date 12 / 11 / 2023	5 Payee name ROBERT E. UPDEGROVE
---------------------------------	--

6 Amount (\$) 1500.00 <input checked="" type="checkbox"/> Reimbursement from political contributions intended	7 Payee address; 4710 HWY 123	City; SAN MARCOS	State; TX	Zip Code 78066
--	---	---------------------	--------------	-------------------

8 PURPOSE OF EXPENDITURE	(a) Category (See Categories listed at the top of this schedule) FILING FEE	(b) Description REPUBLICAN PRIMARY
	(c) <input type="checkbox"/> Check if travel outside of Texas. Complete Schedule T. <input type="checkbox"/> Check if Austin, TX, officeholder living expense	

9 Complete ONLY if direct expenditure to benefit C/OH	Candidate / Officeholder name ROBERT E. UPDEGROVE	Office sought HAYS COUNTY CLERK AT LAW #3	Office held
--	--	--	-------------

Date	Payee name
------	------------

Amount (\$)	Payee address;	City;	State;	Zip Code
<input type="checkbox"/> Reimbursement from political contributions intended				

PURPOSE OF EXPENDITURE	Category (See Categories listed at the top of this schedule)	Description
	<input type="checkbox"/> Check if travel outside of Texas. Complete Schedule T. <input type="checkbox"/> Check if Austin, TX, officeholder living expense	

Complete ONLY if direct expenditure to benefit C/OH	Candidate / Officeholder name	Office sought	Office held
---	-------------------------------	---------------	-------------

Date	Payee name
------	------------


Amount (\$)	Payee address;	City;	State;	Zip Code
<input type="checkbox"/> Reimbursement from political contributions intended				

PURPOSE OF EXPENDITURE	Category (See Categories listed at the top of this schedule)	Description
	<input type="checkbox"/> Check if travel outside of Texas. Complete Schedule T. <input type="checkbox"/> Check if Austin, TX, officeholder living expense	

Complete ONLY if direct expenditure to benefit C/OH	Candidate / Officeholder name	Office sought	Office held
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ATTACH ADDITIONAL COPIES OF THIS SCHEDULE AS NEEDED

EXHIBIT 9

JUDICIAL CANDIDATE / OFFICEHOLDER CAMPAIGN FINANCE REPORT		FORM JC/OH COVER SHEET PG 1	
The JC/OH Instruction Guide explains how to complete this form.		1 Filer ID (Ethics Commission Filers)	2 Total pages filed:
3 CANDIDATE / OFFICEHOLDER NAME	MS / MRS / MR: _____ FIRST: <u>Robert</u> MI: <u>E</u> NICKNAME: _____ LAST: <u>Updegrave</u> SUFFIX: _____	<div style="border: 1px solid black; padding: 10px;"> OFFICE USE ONLY Date Received: <u>Hays Co. Elections</u>  Date Hand-delivered: _____ Receipt #: _____ Amount \$: _____ Date Processed: _____ Date Imaged: _____ </div>	
4 CANDIDATE / OFFICEHOLDER MAILING ADDRESS <input type="checkbox"/> Change of Address	ADDRESS / PO BOX; APT / SUITE #; CITY; STATE; ZIP CODE <u>4710 Hwy 123 SAN MARCOS TX 78666</u>		
5 CANDIDATE / OFFICEHOLDER PHONE	AREA CODE: <u>(512)</u> PHONE NUMBER: <u>757 2248</u> EXTENSION: _____		
6 CAMPAIGN TREASURER NAME	MS / MRS / MR: _____ FIRST: <u>David</u> MI: <u>S</u> NICKNAME: _____ LAST: <u>Watts</u> SUFFIX: _____		
7 CAMPAIGN TREASURER ADDRESS (Residence or Business)	STREET ADDRESS (NO PO BOX PLEASE); APT / SUITE #; CITY; STATE; ZIP CODE <u>108 E Hopkins SAN MARCOS TX 78666</u>		
8 CAMPAIGN TREASURER PHONE	AREA CODE: <u>(512)</u> PHONE NUMBER: <u>395 8538</u> EXTENSION: _____		
9 REPORT TYPE	<input checked="" type="checkbox"/> January 15 <input type="checkbox"/> 30th day before election <input type="checkbox"/> Runoff <input type="checkbox"/> 15th day after campaign treasurer appointment (Officeholder Only) <input type="checkbox"/> July 15 <input type="checkbox"/> 8th day before election <input type="checkbox"/> Exceeded Modified Reporting Limit <input type="checkbox"/> Final Report (Attach C/OH - FR)		
10 PERIOD COVERED	Month Day Year THROUGH Month Day Year <u>7 / 1 / 23</u> <u>12 / 31 / 23</u>		
11 ELECTION	ELECTION DATE: Month Day Year: <u> / / </u> ELECTION TYPE: <input type="checkbox"/> Primary <input type="checkbox"/> Runoff <input type="checkbox"/> Other Description <input type="checkbox"/> General <input type="checkbox"/> Special		
12 OFFICE	OFFICE HELD (if any): <u>Former Judge CCL #1</u>	13 OFFICE SOUGHT (if known): _____	
14 NOTICE FROM POLITICAL COMMITTEE(S) <input type="checkbox"/> Additional Pages	THIS BOX IS FOR NOTICE OF POLITICAL CONTRIBUTIONS ACCEPTED OR POLITICAL EXPENDITURES MADE BY POLITICAL COMMITTEES TO SUPPORT THE CANDIDATE / OFFICEHOLDER. THESE EXPENDITURES MAY HAVE BEEN MADE WITHOUT THE CANDIDATE'S OR OFFICEHOLDER'S KNOWLEDGE OR CONSENT. CANDIDATES AND OFFICEHOLDERS ARE REQUIRED TO REPORT THIS INFORMATION ONLY IF THEY RECEIVE NOTICE OF SUCH EXPENDITURES.		
<input type="checkbox"/> GENERAL <input type="checkbox"/> SPECIFIC	COMMITTEE TYPE	COMMITTEE NAME COMMITTEE ADDRESS COMMITTEE CAMPAIGN TREASURER NAME COMMITTEE CAMPAIGN TREASURER ADDRESS	

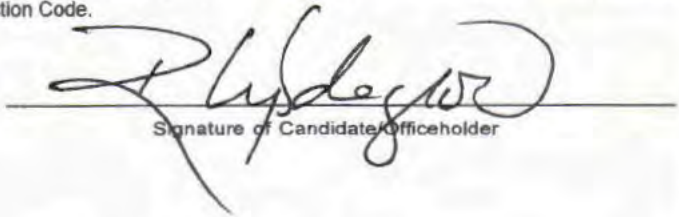
GO TO PAGE 2

JUDICIAL CANDIDATE / OFFICEHOLDER CAMPAIGN FINANCE REPORT

FORM JC/OH
COVER SHEET PG 2

15 JC/OH NAME		16 Filer ID (Ethics Commission Filers)
17 CONTRIBUTION TOTALS	1. TOTAL UNITEMIZED POLITICAL CONTRIBUTIONS (OTHER THAN PLEDGES, LOANS, OR GUARANTEES OF LOANS, OR CONTRIBUTIONS MADE ELECTRONICALLY)	\$ 0
	2. TOTAL POLITICAL CONTRIBUTIONS (OTHER THAN PLEDGES, LOANS, OR GUARANTEES OF LOANS)	\$ 0
EXPENDITURE TOTALS	3. TOTAL UNITEMIZED POLITICAL EXPENDITURE.	\$ 0
	4. TOTAL POLITICAL EXPENDITURES	\$ 0
CONTRIBUTION BALANCE	5. TOTAL POLITICAL CONTRIBUTIONS MAINTAINED AS OF THE LAST DAY OF REPORTING PERIOD	\$ 20,367.15
OUTSTANDING LOAN TOTALS	6. TOTAL PRINCIPAL AMOUNT OF ALL OUTSTANDING LOANS AS OF THE LAST DAY OF THE REPORTING PERIOD	\$

18 SIGNATURE I swear, or affirm, under penalty of perjury, that the accompanying report is true and correct and includes all information required to be reported by me under Title 15, Election Code.


 Signature of Candidate/Officeholder

Please complete either option below:



Sworn to and subscribed before me by Robert Leptegrou this the 16 day of Jan, 2024, to certify which, witness my hand and seal of office.

Deanna L. Batilla Deanna L. Batilla Notary Public
 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

OR

(2) Unsworn Declaration

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

Executed in _____ County, State of _____, on the _____ day of _____, 20____.

Signature of Candidate/Officeholder (Declarant)



AFFIDAVIT FOR CANDIDATE OR OFFICEHOLDER: ELECTRONIC FILING EXEMPTION

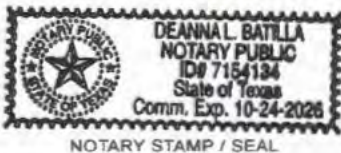
An exemption affidavit must be submitted with each paper report.

Beginning on January 1, 2020, a candidate or officeholder who has accepted more than \$27,140 in political contributions or made more than \$27,140 in political expenditures in any calendar year must file all subsequent reports electronically.

OFFICE USE ONLY	
Date Received	
Date Hand-delivered or Date Postmarked	
Receipt #	Amount \$
Date Processed	
Date Imaged	

Filer name <u>Robert Updegrave</u>	Filer ID #
---------------------------------------	------------

1. I swear or affirm that I have not accepted more than \$27,140 in political contributions or made more than \$27,140 in political expenditures in a calendar year.
2. I further swear or affirm that I do not use computer equipment to keep current records of political contributions, political expenditures, or persons making political contributions to me.
3. I further swear or affirm that no person acting as my agent or consultant, and no person with whom I contract, uses computer equipment to keep current records of political contributions, political expenditures, or persons making political contributions to me.
4. I further swear or affirm that I understand that I am required to file my campaign finance reports electronically if I, my agent or consultant, or a person with whom I contract exceeds \$27,140 in political contributions or political expenditures in a calendar year, or uses computer equipment to keep current records of political contributions, political expenditures, or persons making political contributions to me.
5. I am filing this affidavit with the JC/OH report due on 1/16/24. I understand that this affidavit is required to be filed with each campaign finance report for which I am claiming an exemption from electronic filing.



[Signature]
Signature of Candidate or Officeholder

Sworn to and subscribed before me by Robert Updegrave this the 16 day of Jan, 2024, to certify which, witness my hand and seal of office.

[Signature] Deanna L. Batilla Notary Public
Signature of officer administering oath Print name of officer administering oath Title of officer administering oath

**FILERS WHO ARE EXEMPT FROM THE ELECTRONIC FILING REQUIREMENT
ARE STILL REQUIRED TO FILE CAMPAIGN FINANCE REPORTS ON PAPER**



AFFIDAVIT FOR CANDIDATE OR OFFICEHOLDER: ELECTRONIC FILING EXEMPTION

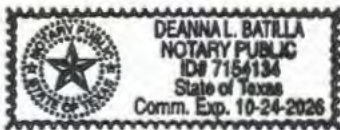
An exemption affidavit must be submitted with each paper report.

Beginning on January 1, 2020, a candidate or officeholder who has accepted more than \$27,140 in political contributions or made more than \$27,140 in political expenditures in any calendar year must file all subsequent reports electronically.

OFFICE USE ONLY	
Date Received Hays Co. Elections	
JAN 16 2024	
RECEIVED	
Date Hand-delivered or Date Postmarked	
Receipt #	Amount \$
Date Processed	
Date Imaged	

Filer Name Robert E. Updegrave	Filer ID #
--	------------

- I swear or affirm that I have not accepted more than \$27,140 in political contributions or made more than \$27,140 in political expenditures in a calendar year.
- I further swear or affirm that I do not use computer equipment to keep current records of political contributions, political expenditures, or persons making political contributions to me.
- I further swear or affirm that no person acting as my agent or consultant, and no person with whom I contract, uses computer equipment to keep current records of political contributions, political expenditures, or persons making political contributions to me.
- I further swear or affirm that I understand that I am required to file my campaign finance reports electronically if I, my agent or consultant, or a person with whom I contract exceeds \$27,140 in political contributions or political expenditures in a calendar year, or uses computer equipment to keep current records of political contributions, political expenditures, or persons making political contributions to me.
- I am filing this affidavit with the **Robert E. Updegrave** report due on **01/16/2024**. I understand that this affidavit is required to be filed with each campaign finance report for which I am claiming an exemption from electronic filing.



Robert E. Updegrave
Signature of Candidate or Officeholder

Sworn to and subscribed before me by **Robert E. Updegrave** this the **16th** day of **January**, 20**24**, to certify which, witness my hand and seal of office.

Deanna L. Batilla Signature of officer administering oath	Deanna L. Batilla Print name of officer administering oath	Notary Public Title of officer administering oath
---	--	---

FILERS WHO ARE EXEMPT FROM THE ELECTRONIC FILING REQUIREMENT ARE STILL REQUIRED TO FILE CAMPAIGN FINANCE REPORTS ON PAPER

