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2905 Corporate Circle

Flower Mound, TX 75028

Phone: 972-353-4174

Fax: 972-221-9316

Partners

Shawn P. Black ¹

Ryan Black ²

Daniel S. Engle ³

Steven Kubik

Senior Lawyers

Margaret A. Noles

Sydney Davis

Associates

Kyle Beckwith

Joshua Verkerk

Of Counsel

David M. Tritter

Calvin C. Mann, Jr.

Thomas E. Black, Jr.

Gregory S. Graham ⁴

Retired Partner(s)

Calvin C. Mann, Jr.

Thomas E. Black, Jr.

Gregory S. Graham ⁴

To: Clients and Friends

From: Daniel S. Engle

Subject: Revision of Texas Deed of Trust Form 3044

Fannie Mae recently announced a revised edition of their standard Texas Deed of Trust form (Form 3044) to correct a typographical error in Paragraph 27 of the form. The new form has a revision date of 1/2024. Per Fannie Mae guidance concerning the effective dates for changes ([click here](#)), they will require the use of the revised form by no later than six months after this revision date. A link to the new form can be found here: [click here](#)

The specific revision is highlighted below:

Old Form Language

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

New Form Language

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

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