

PROMISSORY NOTE AND ASSIGNMENT OF ESCROW FUNDS

(Interest-Fee Loan to Fund FHA Streamline Escrow Account)

\$ _____

Southlake, Texas

Date:

Re: Loan number:

Original Lender:

Property Address

FOR VALUE RECEIVED, I, we, or either of us, as "Maker" jointly and severally, promise to pay to the order of **Red Diamond Home Loans, LLC (the "Payee")** in the City of **Southlake**, State of Texas, the sum of \$ _____ **dollars** at an interest rate of 0% per annum.

This Note is made to fund an escrow account for an FHA Streamline loan extended by Payee. It will be due and payable on the earlier of: 1) the date the Maker receives the refund of the escrow account for the loan made by Original Lender that will be refinanced by the FHA Streamline loan made by Payee or 2) 60 days from the date of this Promissory Note.

All payments are to be made to the Payee at **165 South Kimball Avenue, Suite 100, Southlake, Texas 76092**, or at such other places as the Payee hereof may from time to time designate in writing. This Note may be prepaid in whole or in part at any time or from time to time without premium or penalty.

As part of the consideration for the loan made by Payee, Maker agrees to assign to Payee the current funds held in escrow by the Original Lender that are set aside to pay insurance and taxes on the property. Maker agrees to turn over the proceeds of these funds to Payee upon receipt.

In the event this note is not paid when due, maker, and any other persons who have assumed the obligations of this note, agree to pay the costs, including reasonable attorney's fees, paid or incurred by the holder of this note, or adjudged by a court, as a consequence of such nonpayment, including: (1) costs of suit and such amount as the court adjudges for the fees of an attorney in an action to enforce payment of this note in whole or in part; (2) costs of suit and such amount as the court adjudges for the fees of an attorney in any other litigation or controversy in connection with this note, or security for it, including but not limited to actions for relief based on rescission or cancellation of this note that any such holder is required to defend and actions for declaratory relief that any such holder is required to prosecute or defend; and (3) reasonable costs of collection, including costs and expenses of, and attorney's fees paid towards, the collection, enforcement, or sale of this note in whole or in part, or of any security for it, or of any covenant of this note or such security, whether suit is filed or not.

All parties to this instrument, whether makers, endorsers, sureties, guarantors, or otherwise, waive, severally and jointly, presentment, demand, notice of dishonor, protest, notice of protest, notice of nonpayment or nonacceptance and any other notice that may otherwise be required by law.

By: _____
Printed Name:

By: _____
Printed Name:

Interest-Free Note to Fund FHA Streamline Escrow Account