

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
EL PASO DIVISION**

In re Iglesia Puerta del Cielo, Inc.

Case No. 13-31911

Chapter 11

**AMENDED 1/6/2014
SUMMARY OF SCHEDULES**

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors also must complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	No	1	\$16,915,000.00		
B - Personal Property	No	5	\$4,393,181.68		
C - Property Claimed as Exempt	No				
D - Creditors Holding Secured Claims	Yes	3			\$9,324,117.51
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	No	1			\$0.00
F - Creditors Holding Unsecured Nonpriority Claims	Yes	4			\$222,750.08
G - Executory Contracts and Unexpired Leases	No	1			
H - Codebtors	No	2			
I - Current Income of Individual Debtor(s)	No				N/A
J - Current Expenditures of Individual Debtor(s)	No				N/A
TOTAL		17	\$21,308,181.68	\$9,546,867.59	

AMENDED 1/6/2014
SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND AN ACCOUNT NUMBER (See Instructions Above.)	CODEBATOR	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCT #: Ernesto Herrera 609 Meadow Willow Dr. El Paso, TX 79922		DATE INCURRED: NATURE OF LIEN: Other COLLATERAL: Lot #2 (16 Acres) REMARKS: 3rd Lien on Lot #2 Construction Loan/Hard Money Loan VALUE: \$1,915,000.00				\$77,394.48	
Representing: Ernesto Herrera		Carlos E. Flores Brown McCarroll, LLP 221 N. Kansas St. Suite 2000 El Paso, TX 79901				Notice Only	Notice Only
ACCT #: xxx3214 Evangelical Christian Credit Union PO Box 2400 Brea, CA 92822-2400		DATE INCURRED: 2007 NATURE OF LIEN: Other COLLATERAL: Lot # 1 (12 Acres) REMARKS: Combined 1st Lien on Lot #1 VALUE: \$15,000,000.00				\$5,075,860.54	
Representing: Evangelical Christian Credit Union		James W. Brewer 221 N. Kansas Suite 1700 El Paso, TX 79901				Notice Only	Notice Only
Subtotal (Total of this Page) > Total (Use only on last page) >						\$5,153,255.02	\$0.00

2 continuation sheets attached

(Report also on Summary of Schedules.)

(If applicable, report also on Statistical Summary of Certain Liabilities and Related Data.)

AMENDED 1/6/2014
SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND AN ACCOUNT NUMBER (See Instructions Above.)	CODEBTR	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCT #: xxx1598 Evangelical Christian Credit Union PO Box 2400 Brea, CA 92822-2400		DATE INCURRED: 2006 NATURE OF LIEN: Other COLLATERAL: Lot #1 (12 Acres) REMARKS: 1st Lien on Lot #1 First Loan on Property VALUE: \$15,000,000.00				\$3,329,879.01	
Representing: Evangelical Christian Credit Union		James W. Brewer 221 N. Kansas Suite 1700 El Paso, TX 79901				Notice Only	Notice Only
ACCT #: Isaac Williams Group c/o Mills Escrow 6501 Boeing, Suite H-4 El Paso, TX 79925		DATE INCURRED: 04/05/07 NATURE OF LIEN: Other COLLATERAL: Lot #2 (16 Acres) REMARKS: 1st Lien on Lot #2 Construction Loan/Hard Money Loan VALUE: \$1,915,000.00				\$763,589.00	
Representing: Isaac Williams Group		Sidney Diamond, P.C. 3800 N. Mesa, Suite C-4 El Paso, TX 79902				Notice Only	Notice Only
Sheet no. 1 of 2 continuation sheets attached to Schedule of Creditors Holding Secured Claims		Subtotal (Total of this Page) > Total (Use only on last page) >				\$4,093,468.01 (Report also on Summary of Schedules.)	\$0.00 (If applicable, report also on Statistical Summary of Certain Liabilities and Related Data.)

AMENDED 1/6/2014
SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND AN ACCOUNT NUMBER (See Instructions Above.)	CODEBTR	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCT #: Noe Rodriguez-Avila 5760 Diamond Point Circle El Paso, TX 79912		DATE INCURRED: NATURE OF LIEN: Other COLLATERAL: Lot #2 (16 Acres) REMARKS: 3rd Lien on Lot #2 Construction Loan/Hard Money Loan VALUE: \$1,915,000.00				\$77,394.48	
Representing: Noe Rodriguez-Avila		Carlos E. Flores Brown McCarroll, LLP 221 N. Kansas St. Suite 2000 El Paso, TX 79901				Notice Only	Notice Only
Sheet no. 2 of 2 continuation sheets attached to Schedule of Creditors Holding Secured Claims		Subtotal (Total of this Page) > Total (Use only on last page) >				\$77,394.48 \$9,324,117.51	\$0.00 \$0.00

(Report also on Summary of Schedules.)

(If applicable, report also on Statistical Summary of Certain Liabilities and Related Data.)

In re Iglesia Puerta del Cielo, Inc.

Case No. 13-31911
(if known)

AMENDED 1/6/2014

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTR	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCT #: xxxxxxxx4656 AT&T PO Box 537104 Atlanta, GA 30353-7104		DATE INCURRED: CONSIDERATION: Notice Only REMARKS:				\$0.00
ACCT #: City of El Paso P.O. Box 2992 El Paso, TX 79999-2992		DATE INCURRED: CONSIDERATION: Notice Only REMARKS:				\$0.00
Representing: City of El Paso		David G. Aelvoet Linebrger Goggan Blair & Sampson, LLP 711 Navarro, Suite 300 San Antonio, TX 78205				Notice Only
ACCT #: Comptroller Public Account P.O. Box 149348 Austin, TX 78714-9348		DATE INCURRED: CONSIDERATION: Notice Only REMARKS:				\$0.00
ACCT #: El Paso Central Appraisal District 5801 Trowbridge El Paso, TX 79925		DATE INCURRED: CONSIDERATION: Taxes REMARKS:				\$0.00
ACCT #: El Paso County Tax Assessor/Collector P.O. Box 2992 El Paso, TX 79999		DATE INCURRED: CONSIDERATION: Taxes REMARKS:				\$0.00
Subtotal >						\$0.00
Total >						

(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)

3 continuation sheets attached

AMENDED 1/6/2014

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTR	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCT #: xxxx-4195 El Paso Disposal PO Box 660177 Dallas, TX 75266-0177		DATE INCURRED: CONSIDERATION: Notice Only REMARKS:				\$0.00
ACCT #: xx-xxx1-301 El Paso Water Utilities P.O. Box 511 El Paso, TX 79961-0511		DATE INCURRED: CONSIDERATION: Notice Only REMARKS:				\$0.00
ACCT #: Great America PO Box 660831 Dallas, TX 75266-0831		DATE INCURRED: CONSIDERATION: Lease Agreement REMARKS: Acct #s 003-xxxx833-000 003-xxxx788-000				\$0.00
		003-xxxx964-000				
ACCT #: Internal Revenue Service P. O. Box 21126 Philadelphia, PA 19114		DATE INCURRED: CONSIDERATION: Notice Only REMARKS:				\$0.00
ACCT #: Jensen Harmon & Company 211 W. Yandell El Paso, TX 79907		DATE INCURRED: CONSIDERATION: Notice Only REMARKS:				\$0.00

Sheet no. 1 of 3 continuation sheets attached to
Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal >

\$0.00

Total >

(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the
Statistical Summary of Certain Liabilities and Related Data.)

AMENDED 1/6/2014

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTR	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCT #: Jose Canales c/o T.O. Gilstrap 5915 Silver Springs Bldg. 2 El Paso, TX 79912		DATE INCURRED: CONSIDERATION: Other REMARKS: Consultant Contract				\$105,318.64
Representing: Jose Canales		T. Barrett Wood 303 Texas Ave. Suite 900 El Paso, TX 79901				Notice Only
Representing: Jose Canales		T.O. Gilstrap, Jr. 5915 Silver Springs, Bldg. 2 El Paso, TX 79912				Notice Only
ACCT #: Judgment Creditors c/o Mills Escrow 6501 Boeing, Suite H-4 El Paso, TX 79925		DATE INCURRED: 04/05/07 CONSIDERATION: Other REMARKS: 2nd Lien Note Construction Loan/Hard Money Loan *Approximate - SEE Attachments				\$30,000.00*
Representing: Judgment Creditors		Sidney Diamond, P.C. 3800 N. Mesa, Suite C-4 El Paso, TX 79902				Notice Only
ACCT #: Raul Arizpe c/o Dennis Richard Wigington Rumley Dunn, LLP 601 Howard St. San Antonio, TX 78212		DATE INCURRED: CONSIDERATION: Other REMARKS: Consultant Contract				\$87,431.44

Sheet no. 2 of 3 continuation sheets attached to
Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal >

\$222,750.08

Total >

(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the
Statistical Summary of Certain Liabilities and Related Data.)

AMENDED 1/6/2014

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTR	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Representing: Raul Arizpe		Dennis Richard 7362 Remcon Circle El Paso, TX 79902				Notice Only
ACCT #: xxxxx8810 Sprint PO Box 4181 Carol Stream, IL 60197-4181		DATE INCURRED: CONSIDERATION: Notice Only REMARKS:				\$0.00
ACCT #: xxxxxxxxxx xxxxx86 09 Texas Gas Service P.O. Box 219913 Kansas City, MO 64121-9913		DATE INCURRED: CONSIDERATION: Notice Only REMARKS:				\$0.00
ACCT #: xxxxxx0000 The El Paso Electric Company P.O. Box 650801 Dallas, TX 75265-0801		DATE INCURRED: CONSIDERATION: Notice Only REMARKS:				\$0.00
ACCT #: Time Warner PO Box 60074 City of Industry, CA 91716-0074		DATE INCURRED: CONSIDERATION: Notice Only REMARKS:				\$0.00
ACCT #: United States Trustee P.O. Box 1539 San Antonio, TX 78295		DATE INCURRED: CONSIDERATION: Trustee REMARKS:				\$0.00

Sheet no. 3 of 3 continuation sheets attached to
Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal >

\$0.00

Total >

\$222,750.08

(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the
Statistical Summary of Certain Liabilities and Related Data.)

Case No. 13-31911
(if known)

AMENDED 1/6/2014
DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF A CORPORATION OR PARTNERSHIP

I, the President of the Corporation
named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of
8 sheets, and that they are true and correct to the best of my knowledge, information, and belief.
(Total shown on summary page plus 1.)

Date 1/6/2014

Signature /s/ Marco Antonio Aguirre
Marco Antonio Aguirre
President

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

Mills Escrow Company
PO Box 371805
El Paso, TX 79937-1805
(915) 771-8006

July 5, 2012

Iglesia Puerta Del Cielo, Inc
9405 Betel Drive
El Paso, TX 79907

BENEFICIARY'S DEMAND FOR PAYOFF

Account: 806001

Dear Iglesia Puerta Del Cielo, Inc,

You are authorized to use the following amounts to payoff the above-mentioned loan. All necessary legal documents will be forwarded to the trustee for Full Reconveyance upon receipt of payment in full.

Payoff Date	07/31/2012
Maturity Date	10/25/2012
Next Payment Due	07/10/2012
Interest Rate	6.500%
Interest Paid-To Date	06/07/2012
Principal Balance	\$40,938.82
Unpaid Interest	\$0.00
Accrued Interest From 06/07/2012 To 07/31/2012	\$399.15
Unpaid Late Charges	\$0.00
Accrued Late Charges	\$1,075.00
Unpaid Charges	\$0.00
Prepayment Penalty	\$0.00
Other Fees	\$192.50
Trust Balance	\$0.00
Payoff Amount	\$42,605.47

Please add \$7.39 for each additional day past 07/31/2012.

We reserve the right to amend this demand should any changes occur that would increase the total amount for payoff. **Please note that this demand expires on 08/21/2012**, at which time you are instructed to contact this office for additional instructions (DEMAND FORWARDING FEES ARE DUE EVEN UPON CANCELLATION OF YOUR ESCROW).

Make disbursement check via certified funds and payable to: **Mills Escrow Company**

Sincerely,

Joye Mills
President

RELEASE OF NOTE AND LIENS

THE STATE OF TEXAS §
 §
 COUNTY OF EL PASO §

On July 15, 2010, IGLESIA PUERTA DEL CIELO, INC executed a Deed of Trust, which is recorded under Clerk's File Number 20100048984, Real Property Records of El Paso County, Texas, and in which Deed of Trust the following described property was conveyed, to-wit:

Property described on attached Exhibit "A", El Paso County, Texas.

Said Deed of Trust was given to secure one note of even date therewith in the principal sum of TWO HUNDRED THOUSAND AND NO/100THS DOLLARS (\$200,000.00), signed by the Grantor in said Deed of Trust and payable to WILLIAM L. ISAAC, DEANNE ISAAC, WILLIAM D. THOMAS, JR, RAY W. WILLIAMS, CAROLE WILLIAMS, HARVEY D. JOSEPH and THOMAS DULA.

Said note and indebtedness have been fully paid and satisfied and said note has been canceled.

NOW, THEREFORE, in consideration of the full and final payment of the above note and indebtedness, the receipt of which is hereby acknowledged, WDI FAMILY, LP, a Texas limited partnership, WILLIAM D. THOMAS, JR, MDCN, LLC, a Texas limited liability company, HARVEY D. JOSEPH and THOMAS DULA, the current owners and holders of said note, do hereby release the above described property from said note, indebtedness, Deed of Trust, Deed of Trust lien, and all liens of every kind and character securing said note and indebtedness.

EXECUTED this 5 day of November, 2012.

WDI FAMILY, LP,
a Texas limited partnership

By: Christopher Isaac
Its: General Partner

William D. Thomas, Jr.
WILLIAM D. THOMAS, JR.

THOMAS DULA

MDCN, LLC
a Texas limited liability company

By: Ray W. Williams
Its: Administrators

Harvey D. Joseph
HARVEY D. JOSEPH

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
 COUNTY OF EL PASO §

SUBSCRIBED AND SWORN TO BEFORE ME, on this the 5 day of November, 2012, by Christopher Isaac the General Partner of WDI FAMILY, LP.

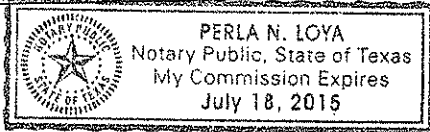
Paula N. Hays
NOTARY PUBLIC in and for the
State of Texas

NOTARY SEAL/STAMP
IN BLUE INK

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

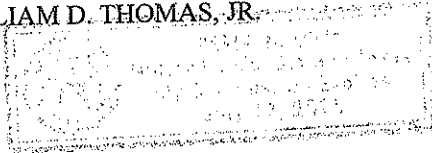
SUBSCRIBED AND SWORN TO BEFORE ME, on this the 5 day of November, 2012, by
Ray W Williams, the Administrator of MDCN, LLC.



Perla N. Loya
NOTARY PUBLIC in and for the
State of Texas

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

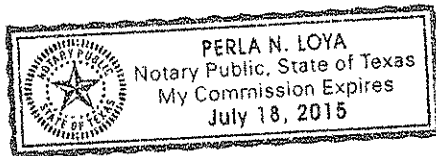
SUBSCRIBED AND SWORN TO BEFORE ME, on this the 5 day of November, 2012, by
WILLIAM D. THOMAS, JR.



Perla N. Loya
NOTARY PUBLIC in and for the
State of Texas

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

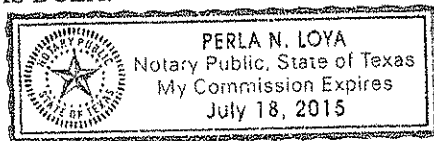
SUBSCRIBED AND SWORN TO BEFORE ME, on this the 5 day of November, 2012, by
HARVEY D. JOSEPH.



Perla N. Loya
NOTARY PUBLIC in and for the
State of Texas

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

SUBSCRIBED AND SWORN TO BEFORE ME, on this the 5 day of November, 2012, by
THOMAS DULA.



Perla N. Loya
NOTARY PUBLIC in and for the
State of Texas

AFTER RECORDING RETURN TO:

IGLESIA PUERTA DEL CIELO, INC
9405 Betel Drive
El Paso, TX 79907

ROL:IGLESIA:806001

NOTARY SEAL/STAMP
IN BLUE INK

Doc# 20120084315
#pages 2 #NFPages 1
11/13/2012 5:05:32 PM
Filed & Recorded in
Official Records of
El Paso County
Dellia Briones
County Clerk
Fees \$20.00

Scanned

I hereby certify that this instrument was filed on the date and time stamped
hereon by me and was duly recorded by document number in the Official
Public Records of Real Property in El Paso County.



EL PASO COUNTY, TEXAS

Dellia Briones

NOTARY PUBLIC
STATE OF TEXAS

Doc# 20100048984

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

DEED OF TRUST

Date: July 15, 2010

Grantor: IGLESIA PUERTA DEL CIELO, INC.

Grantor's Mailing Address:

9405 Betel Drive
El Paso, Texas 79907

Trustee: Steven E. Anderson

Trustee's Mailing Address:

1533 N. Lee Trevino Drive, Suite 205
El Paso, Texas 79936

Lender: WILLIAM L. ISAAC, DEANNE ISAAC, WILLIAM D. THOMAS, JR., RAY W. WILLIAMS, CAROLE WILLIAMS, HARVEY D. JOSEPH, and THOMAS DULA

Lender's Mailing Address:

c/o Mills Escrow Co.
P.O. Box 371805
El Paso, Texas 79937
Attn: Joye Mills

Obligation

Note

Date:	July 15, 2010
Original principal amount:	\$200,000.00
Borrower:	IGLESIA PUERTA DEL CIELO, INC.
Lender:	WILLIAM L. ISAAC, DEANNE ISAAC, WILLIAM D. THOMAS, JR., RAY W. WILLIAMS, CAROLE WILLIAMS, HARVEY D. JOSEPH, and THOMAS DULA

Property (including any improvements):

Property described on attached Exhibit A

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

A. Grantor's Obligations

Grantor agrees to—

1. keep the Property in good repair and condition;
2. pay all taxes and assessments on the Property before delinquency;
3. defend title to the Property and preserve the lien's priority as it is established in this deed of trust;
4. maintain, in a form acceptable to Lender, an insurance policy that—
 - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Lender approves a smaller amount in writing;
 - b. contains an 80 percent coinsurance clause;
 - c. provides all-risk coverage;
 - d. protects Lender with a standard mortgage clause;
 - e. provides flood insurance at any time the Property is in a flood hazard area; and
 - f. contains such other coverage as Lender may reasonably require;
5. comply at all times with the requirements of the 80 percent coinsurance clause;
6. deliver the insurance policy to Lender within ten days of the date of this deed of trust and deliver renewals to Lender at least fifteen days before expiration;

7. obey all laws, ordinances, and restrictive covenants applicable to the Property;
8. keep any buildings occupied as required by the insurance policy; and
9. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
10. notify Lender of any change of address.

B. Lender's Rights

1. Lender or Lender's mortgage servicer may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.
3. Lender may apply any proceeds received under the insurance policy either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantor's primary residence and Lender reasonably determines that repairs to the improvements are economically feasible, Lender will make the insurance proceeds available to Grantor for repairs.
4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.
5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees and expenses, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.
6. If there is a default on the Obligation or if Grantor fails to perform any of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may—
 - a. declare the unpaid principal balance and earned interest on the Obligation immediately due;

- b. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
- c. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.

7. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

C. Trustee's Rights and Duties

If directed by Lender to foreclose this lien, Trustee will—

- 1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;
- 2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to any prior lien and without representation or warranty, express or implied, by Trustee;
- 3. from the proceeds of the sale, pay, in this order—
 - a. expenses of foreclosure, including a reasonable commission to Trustee;
 - b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantor; and
 - d. to Grantor, any balance; and
- 4. be indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

D. General Provisions

- 1. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
- 2. Recitals in any trustee's deed conveying the Property will be presumed to be true.

3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

4. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.

5. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.

6. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.

7. Grantor assigns to Lender absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Grantor warrants the validity and enforceability of the assignment. Grantor may as Lender's licensee collect rent and other income and receipts as long as Grantor is not in default with respect to the Obligation or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the Obligation and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due with respect to the Obligation and the deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the Obligation or performance of this deed of trust, Lender may terminate Grantor's license to collect rent and other income and then as Grantor's agent may rent the Property and collect all rent and other income and receipts. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Lender's rights and remedies and then to Grantor's obligations with respect to the Obligation and this deed of trust in the order determined by Lender. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies. If Grantor becomes a voluntary or involuntary debtor in bankruptcy, Lender's filing a proof of claim in bankruptcy will be deemed equivalent to the appointment of a receiver under Texas law.

8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such

excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

9. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

10. When the context requires, singular nouns and pronouns include the plural.

11. The term *Note* includes all extensions, modifications, and renewals of the Note and all amounts secured by this deed of trust.

12. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.

13. If Grantor and Borrower are not the same person, the term *Grantor* includes Borrower.

14. Grantor and each surety, endorser, and guarantor of the Obligation waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

15. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if this deed of trust is placed in the hands of an attorney for enforcement.

16. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

17. The term *Lender* includes any mortgage servicer for Lender.

18. Grantor represents and warrants to Payee and to all other holders of any debt evidenced by this Note that each loan, whether one or more, evidenced by this Note, is and shall be for business, commercial, investment or other similar purposes and not primarily for personal, family, household or agricultural use, as such terms are defined by applicable law.

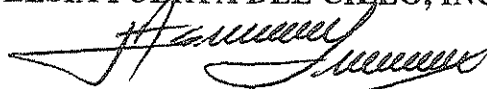
19. No Partnership. Nothing contained in this Deed of Trust or any other document and executed simultaneously with or ancillary hereto shall be construed to constitute an agency, partnership, joint venture, principal, matter or other relationship by and between Grantor and Lender.

E. Special Provisions

1. The lien created by this Deed of Trust is a second lien on the Property and is prior to any other encumbrances on the Property, except for the First Mortgage/Deed of Trust granted to the Isaac Group Lenders under the First Amended Plan of Reorganization with Modifications of Iglesia Puerta Del Cielo, Inc. ("Plan") confirmed by order of the Bankruptcy Court entered on June 30, 2010 in the case styled *In re Iglesia Puerta Del Cielo Inc.*, case no. 09-32520, U.S. Bankruptcy Court for the Western District of Texas, El Paso Division.

2. In the event of default by Grantor under the Note secured by this Deed of Trust prior to Lender receiving the first 24 monthly payments under the Note, Trustee may foreclose under this Deed of Trust on the Property and Grantor shall be liable for any deficiency. In the event of default by Grantor after Lender has received the first 24 monthly payments under the Note, Trustee may foreclose under this Deed of Trust on the Property provided that such foreclosure shall be in satisfaction of this Deed of Trust and the First Mortgage/Deed of Trust on the Property granted to the Isaac Group Lenders under the Plan and Grantor shall not be liable for any deficiency.

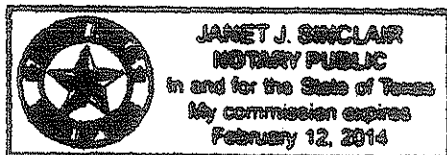
IGLESIA PUERTA DEL CIELO, INC.



By: ~~Marco A. Aguirre~~
Its: President

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 13th day of July 2010 by Marco A. Aguirre in his capacity as President of Iglesia Puerta Del Cielo, Inc.



Notary Public – State of Texas

EXHIBIT A TO DEED OF TRUST
[LEGAL DESCRIPTION OF PROPERTY]

A Portion of Lot 2, Block 4, LE BARRON PARK SUBDIVISION, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 41, Page 21, Real Property Records, El Paso County, Texas, with any improvements and being more particularly described in metes and bounds as follows:

COMMENCING for reference at an existing city monument at the centerline intersection of Burgundy Drive (90' R.O.W.) and Betel Drive (90' R.O.W.) from which another existing city monument at the centerline intersection of Betel Drive and Bordeaux Drive bears South 48°46'22" East 1999.38 feet (1999.34') for the GROUND BASIS OF BEARINGS; Thence, along the centerline of Betel Drive, South 62°12'14" East (S62°15'00"E) 360.00 feet to the beginning of a curve to the right; Thence, continuing along said centerline and arc of said curve 586.00 feet having a radius of 2678.76 feet, an interior angle of 12°32'02" and a chord bearing South 55°56'13" East 584.83 feet to a point; Thence; leaving said centerline, North 40°19'48" East 45.00 feet to a point on the North right-of-way line of Betel Drive and the POINT OF BEGINNING;

Thence, North 27°47'46" East 564.68 feet to a point;

Thence, South 51°50'14" East (S51°53'00"E) 225.92 feet to a 5/8 inch rebar with plastic cap stamped TSC SURVEYING ENGINEERING found;

Thence, South 46°50'14" East (S46°53'00"E) 957.60 feet to a 5/8 inch rebar with plastic cap stamped TSC SURVEYING ENGINEERING found;

Thence, South 17°50'14" East (S17°50'14"E) 15.93 feet to a ½ inch rebar with plastic cup stamped TX 4297 found on the West right-of-way line of Bordeaux Drive (70' R.O.W.);

Thence, along said right-of-way line, South 36°17'46" West (S36°15'00"W) 155.84 feet to a 5/8 inch rebar with plastic cap stamped TX 4178 found on the beginning of a curve to the right;

Thence, continuing along said right-of-way line 498.95 feet along the arc of said curve having a radius of 1706.72 feet, an interior angle of 16°45'00" and a chord bearing South 44°40'16" West (S44°37'30"W) 497.17 feet to a ½ inch rebar with plastic cap stamped TX 4297 found on the beginning of a curve to the right;

Thence, continuing along said right-of-way line 31.42 feet along the arc of said curve having a radius of 20.00 feet, an interior angle of 90°00'00" and a chord bearing North 81°57'14" West (N82°00'00"W) 28.28 feet to a ½ inch rebar found on the North right-of-way line of Betel Drive (90' R.O.W.);

Thence, along said right-of-way line, North 36°57'14" West (N37°00'00"W) 433.67 feet to a 5/8 inch rebar with a plastic cap stamped TSC SURVEYING ENGINEERING found at the beginning a curve to the left;

Thence, continuing along said right-of-way line 604.51 feet along the arc of said curve having a radius of 2723.76 feet, an interior angle of 12°42'58" and a chord bearing North 43°18'43" West 603.27 feet to the POINT OF BEGINNING containing 683,733 Sq. Ft. or 15.696 Acres

Doc# 20100048984
#Pages 8 #NFPages 1
7/15/2010 3:41:03 PM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees \$44.00

9

I hereby certify that this instrument was filed on the date and time stamped
hereon by me and was duly recorded by document number in the Official
Public Records of Real Property in El Paso County.



EL PASO COUNTY, TEXAS

Delia Briones