



Registration for Division of Land in Atascosa County

I Frederick Lopez, am the owner of the attached filed division of land located at EXHIBIT A "TRACK 5" (legal description). I have had the division of land reviewed by the Rural Development Office and they have determined the division of land is excepted from the platting requirements of Atascosa County, Texas. I acknowledge that the property as described in the filed plat description are subject to all on-site wastewater permit requirements and other development permit requirements of Atascosa County and further division of the land will need to be submitted to the Atascosa County Attorney's office for review. I acknowledge that I may apply for a Certificate of Exemption through the Atascosa County Commissioners Court.

Exception Type (see attachment for definitions of each type):

- | | | |
|---|--|--|
| <input type="checkbox"/> Agricultural Use | <input checked="" type="checkbox"/> Family | <input type="checkbox"/> 10+ Acres |
| <input type="checkbox"/> Veterans Land Board | <input type="checkbox"/> State Agency | <input type="checkbox"/> Political Subdivision |
| <input type="checkbox"/> Divided into two parts | <input type="checkbox"/> All parts to original owner | |



Date: 10-18-25

Signature: *F Lopez*

Printed Name: Frederick Lopez

ACKNOWLEDGMENT

STATE OF TEXAS

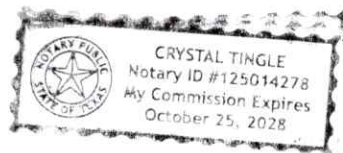
COUNTY OF Lubbock

BEFORE ME, the undersigned Notary Public, on this day personally appeared Frederick Lopez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same has been executed for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this October 18, 2025.

Crystal Tingle

Notary Public, in and for
State of Texas





Registration for Division of Land in Atascosa County

I Rebecca Lopez, am the owner of the attached filed division of land located at Exhibit A Track 5 (legal description). I have had the division of land reviewed by the Rural Development Office and they have determined the division of land is excepted from the platting requirements of Atascosa County, Texas. I acknowledge that the property as described in the filed plat description are subject to all on-site wastewater permit requirements and other development permit requirements of Atascosa County and further division of the land will need to be submitted to the Atascosa County Attorney's office for review. I acknowledge that I may apply for a Certificate of Exemption through the Atascosa County Commissioners Court.

Exception Type (see attachment for definitions of each type):

Agricultural Use

Family

10+ Acres

Veterans Land Board

State Agency

Political Subdivision

Divided into two parts

All parts to original owner

Adopted 6/27/2022



Date: 10-18-25

Signature: Rebecca Roy

Printed Name: Rebecca Lopez

ACKNOWLEDGMENT

STATE OF TEXAS

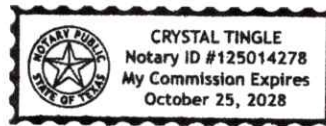
COUNTY OF Lubbock

BEFORE ME, the undersigned Notary Public, on this day personally appeared Rebecca Lopez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same has been executed for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this October 18, 2025.

Crystal Tingle

Notary Public, in and for
State of Texas



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.

WARRANTY DEED WITH VENDOR'S LIEN

Date: February 21, 2019

Grantor: JOE HUIZAR and wife, AVELINA P. HUIZAR

Grantor's Mailing Address: 4813 FM 1784, Pleasanton, Atascosa County, Texas 78064

Grantee: FREDRICK LOPEZ, a single man; and
REBECCA LOPEZ

Grantee's Mailing Address: 428 Sendero Drive, Pleasanton, Atascosa County, Texas 78064

Consideration: Ten and No/100 (\$10.00) Dollars and other good and valuable consideration and a note of even date executed by Grantee, in the principal amount of Thirty-Nine Thousand and 00/100 Dollars (\$39,000.00), payable to the order of Grantor. Said note bears interest and is due and payable as therein set out, and provides for acceleration of maturity and payment of attorney's fees in the event of default. It is secured by a Vendor's Lien retained in favor of Grantor, in this Deed and by a Deed of Trust of even date from Grantee to MATTHEW K. FRANKLIN, Trustee.

Property (together with all improvements):

BEING the property described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from Conveyance:

- NONE

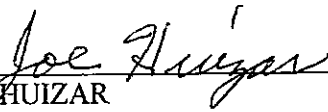
Exceptions to Conveyance and Warranty:

- Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments (other than liens and conveyances) that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary, and discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for the current year, the payment of which Grantee assumes.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS, AND CONVEYS to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to WARRANT AND FOREVER DEFEND all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The Vendor's Lien against and superior title to the property are retained until the note described is fully paid according to its terms, at which time this Deed shall become absolute.

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



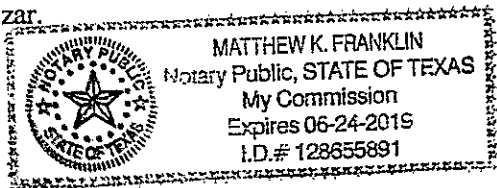
JOE HUIZAR



AVELINA P. HUIZAR

THE STATE OF TEXAS :

This instrument was acknowledged before me on this the 21st day of February, 2019, by Joe Huizar.

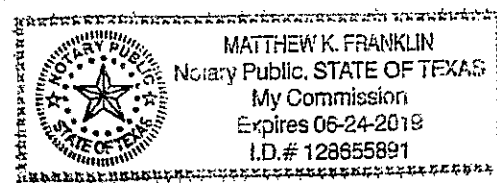




NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS :

This instrument was acknowledged before me on this the 21st day of February, 2019, by Avelina P. Huizar.





NOTARY PUBLIC, STATE OF TEXAS

PREPARED IN THE LAW OFFICE OF:

Matthew K. Franklin
120 Preston Street
Pleasanton, TX 78064

AFTER RECORDING RETURN TO:

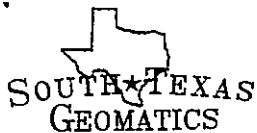
Fredrick Lopez
428 Sendero Dr.
Pleasanton, TX 78064

EXHIBIT A

BEING all of that certain 34.46 acres of land, more or less, situated in the Mary Jordan Survey No. 1085, Abstract No. 505, and the W.W. Whitby Survey No. 1381, Abstract no. 901, all in Atascosa County, Texas, more particularly described by metes and bounds in Exhibit A-1, attached hereto and made a part hereof for all purposes; **LESS HOWEVER**

That certain 2.00 acres of land, more or less, situated in the Mary Jordan Survey No. 1085, Abstract No. 505, Atascosa County, Texas, more particularly described by metes and bounds in Exhibit A-2, attached hereto and made a part hereof for all purposes.

Stacy L. Little
R.P.L.S. No. 6163
southtexasgeo@gmail.com



P.O. Box 144
Calliham | Texas 78007
(361) 449 - 0327

Land Surveying & Mapping
Texas Firm No. 10186900

(Record Calls Shown in Parenthesis)

The State of Texas §
County of Atascosa §

Huizar
34.46 Acres

DESCRIPTION OF 34.46 (34-46/100) ACRES, more or less, being out of a called 119.37 acres described in an Exchange Deed with Vendor's Lien from Steve Ridgway and wife, Genne Genseal Ridgway to Joe A. Huizar and wife, Avelina Huizar, dated June 13th, 1990, recorded in Book 824, Page 876 et sequentia (et seq.) of the Deed Records of Atascosa County, Texas, said 34.46 (34-46/100) acres being comprised of approximately 33.25 acres of the Mary Jordan Survey No. 1085, Abstract No. 505, and approximately 1.21 acres of the W. W. Whitby Survey No. 1381, Abstract No. 901, Atascosa County, Texas, said 34.46 (34-46/100) acres having a bearing basis derived from GPS observations in the Texas State Plane Coordinate System, NAD 1983 South Central Zone, made on December 11th, 2018, with all other bearings relative thereto;

BEGINNING at a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set on the northeast right-of-way of F. M. Highway 1784, being at or near the southwest corner of a called 4.36 acres described in a Warranty Deed with Vendor's Lien from Everett H. Suggs and wife, Esta Mae Suggs to Joe. A. Huizar and wife, Lina Huizar, dated January 14th, 1992, recorded in Book 844, Page 898 et seq. of the Deed Records of Atascosa County, Texas, being at or near the lower northwest corner of said 119.37 acres, for the northwest corner and **POINT OF BEGINNING** of this tract; from **WHENCE** a Type I concrete highway monument found broken at an interior angle corner on the apparent northeast right-of-way of F. M. Highway 1784, bears North 41° 32' 19" West, a distance of 3,099.71 feet;

THENCE North 71° 08' 43" East, (South 71° 28' 00" West), along or near the southeast boundary of said 4.36 acres, along or near a northwest boundary of said 119.37 acres, and generally along a fence, at 284.50 feet pass a ½ inch diameter iron rod with plastic cap stamped "R. LITTLE 4394" found on line for the lower southwest corner of a called 3.36 acres described in a Gift Warranty Deed from Joe A. Huizar and wife, Lina Huizar to William P. Huizar and wife, Yolanda Huizar, dated May 5th, 2000, recorded in Book 159, Page 276 et seq. of the Official Public Records of Atascosa County, Texas, and continuing along same course, with the southeast boundary of said 3.36 acres, for a total distance of 420.16 feet, (420.00 feet), to a ½ inch diameter iron rod found for the southeast corner of said 4.36 acres and said 3.36 acres, being an interior angle corner of said 119.37 acres, for an exterior angle corner of this tract;

THENCE crossing and passing through said 119.37 acres, the following two (2) calls:

1. North 89° 09' 54" East, generally along a cross fence, at 1,022.80 feet pass a corner fence post at an angle in said cross fence, and continuing along same course for a total distance of 1,096.88 feet to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set for a northeast corner of this tract;
2. South 17° 26' 41" East, at 820.32 feet pass a corner fence post where this line intersects the aforementioned cross fence, and continuing along same course for a total distance of 1,256.24 feet to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set on the apparent northwest boundary of Cannon Road, being on the apparent southeast boundary of said 119.37 acres, for the southeast corner of this tract; from **WHENCE** a 12" mesquite corner fence post stump found in concrete for a possible exterior angle corner of said 119.37 acres, bears the following two (2) calls: 1.) North 73° 59' 08" East, (North 74° 18' 20" East), a distance of 1,416.42 feet to the possible east corner of said 119.37 acres (no corner fence post found); 2.) North 18° 07' 16" West, (North 17° 48' 04" West), a distance of 1,123.30 feet, (1,123.09 feet) to said 12" mesquite corner fence post stump;

THENCE South 73° 59' 08" West, (North 74° 18' 20" East), with the apparent northwest boundary of Cannon Road, with the apparent southeast boundary of said 119.37 acres, a distance of 504.58 feet to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set previously for the southeast corner of a called 2.00 acres described in a General Warranty Deed from Joe A. Huizar and wife, Avelina P. Huizar to Charlie Huizar and wife, Ermelinda Huizar, dated August 16th, 2018, recorded in Instrument No. 189683 of the Official Public Records of Atascosa County, Texas, being on the apparent northwest boundary of Cannon Road, being on the apparent southeast boundary of said 119.37 acres, for the lower southwest corner of this tract:


THENCE crossing and passing through said 119.37 acres, the following two (2) calls:

1. North 16° 00' 52" West, (Record Bearing - Instrument No. 189683), with the northeast boundary of said 2.00 acres, a distance of 264.33 feet, (Record Distance - Instrument No. 189683), to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set previously for the north corner of said 2.00 acres, for an interior angle corner of this tract;
2. South 73° 59' 08" West, (Record Bearing - Instrument No. 189683), with the northwest boundary of said 2.00 acres, a distance of 404.39 feet, (Record Distance - Instrument No. 189683), to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set previously for the west corner of said 2.00 acres, being on the northeast right-of-way of F. M. Highway 1784, being on the apparent southwest boundary of said 119.37 acres, for the upper southwest corner of this tract;

THENCE North 41° 32' 19" West, (South 41° 13' 00" East), with the northeast right-of-way of F. M. Highway 1784, with the apparent southwest boundary of said 119.37 acres, and generally along a fence, at 687.24 feet pass a ½ inch



Stacy L. Little
R.P.L.S. No. 6163
southtexasgeo@gmail.com


**SOUTH TEXAS
GEOMATICS**

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(361) 449 - 0327

Land Surveying & Mapping
Texas Firm No. 10186900

(Record Calls Shown in Parenthesis)

diameter iron rod with plastic cap stamped "LITTLE 6163" set for the south corner of a 30.00 foot wide easement also surveyed this day, and continuing along same course, at 717.73 feet pass a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set for the west corner of said 30.00 foot wide easement, and continuing along same course for a total distance of 1,393.95 feet to the POINT OF BEGINNING; said described tract containing 34.46 (34-46/100) acres, more or less.

I, Stacy L. Little, Registered Professional Land Surveyor, do hereby certify that this description was prepared from an actual survey made on the ground, under my supervision. This the 18th day of January, 2019. This description is to be attached and made a part of the accompanying plat.


Stacy L. Little | R.P.L.S.
Texas Registration No. 6163

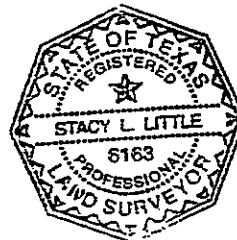
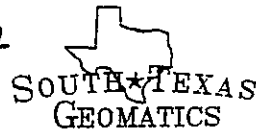


EXHIBIT A-2

Stacy L. Little
R.P.L.S. No. 6163
southtexasgeo@gmail.com



P.O. Box 144
Calliham | Texas 78007
(361) 449 - 0327

Land Surveying & Mapping
Texas Firm No. 10186900

(Record Calls Shown in Parenthesis)

The State of Texas §
County of Atascosa §

Huizar
2.00 Acres


DESCRIPTION OF 2.00 ACRES, more or less, being out of a called 119.37 acres described in an Exchange Deed with Vendor's Lien from Steve Ridgway and wife, Genne Genseal Ridgway to Joe A. Huizar and wife, Avelina Huizar, dated June 13th, 1990, recorded in Book 824, Page 876 et sequentia (et seq.) of the Deed Records of Atascosa County, Texas, and being within the Mary Jordan Survey No. 1085, Abstract No. 505, Atascosa County, Texas, said 2.00 acres having a bearing basis derived from GPS observations in the Texas State Plane Coordinate System, NAD 1983 South Central Zone, made on December 11th, 2018, with all other bearings relative thereto:

BEGINNING at a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set for the west corner and POINT OF BEGINNING of this tract: from WHENCE a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set on the northeast right-of-way of F. M. Highway 1784, being at or near the southwest corner of a called 4.36 acres described in a Warranty Deed with Vendor's Lien from Everett H. Suggs and wife, Esta Mae Suggs to Joe. A. Huizar and wife, Lina Huizar, dated January 14th, 1992, recorded in Book 844, Page 898 et seq. of the Deed Records of Atascosa County, Texas, being at or near the lower northwest corner of said 119.37 acres, being the northwest corner of a 34.46 acre tract also surveyed this day, bears the following two (2) calls: 1.) South 48° 27' 41" West, crossing and passing through said 119.37 acres, a distance of 287.99 feet to a point on the northwest right-of-way of F. M. Highway 1784, being on the apparent southwest boundary of said 119.37 acres, being on the southwest boundary of said 34.46 acre tract; 2.) North 41° 32' 19" West, (South 41° 13' 00" East), a distance of 659.48 feet;

THENCE crossing and passing through said 119.37 acres, the following four (4) calls;

1. North 48° 27' 41" East, a distance of 295.16 feet to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set for the north corner of this tract;
2. South 41° 32' 19" East, a distance of 295.16 feet to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set for the east corner of this tract;
3. South 48° 27' 41" West, a distance of 295.16 feet to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set for the south corner of this tract;
4. North 41° 32' 19" West, parallel with and 287.99 feet from the northeast right-of-way of F. M. Highway 1784, at 195.47 feet pass a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set for the east corner of a 30.00 foot wide easement also surveyed this day, and continuing along same course, at 225.96 feet pass a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set for the north corner of said 30.00 foot wide easement, and continuing along same course for a total distance of 295.16 feet to the POINT OF BEGINNING; said described tract containing 2.00 acres, more or less.

I, Stacy L. Little, Registered Professional Land Surveyor, do hereby certify that this description was prepared from an actual survey made on the ground, under my supervision. This the 18th day of January, 2019. This description is to be attached and made a part of the accompanying plat.



Stacy L. Little, R.P.L.S.
Texas Registration No. 6163



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

Date: February 21st, 2019

Grantor: FREDRICK LOPEZ, a single man;

REBECCA LOPEZ and spouse, JESSE LOPEZ

Grantor's Mailing Address: 428 Sendero, Pleasanton, Atascosa County, Texas 78064

Trustee: MATTHEW K. FRANKLIN

Trustee's Mailing Address: 120 Preston, Pleasanton, Atascosa County, Texas 78064

Beneficiary: JOE A. HUIZAR and wife, AVELINA P. HUIZAR

Beneficiary's Mailing Address: 4813 FM 1784, Pleasanton, Atascosa County, Texas 78064

Note(s)

Date: February 21st, 2019

Amount: \$39,000.00

Maker: Fredrick A. Lopez

Payee: Joe A. Huizar and wife, Avelina P. Huizar

Final Maturity Date: March 1, 2029

Terms of Payment: As therein provided

Property:

See Exhibit "A" attached hereto and made a part hereof for all purposes.

Prior Liens: NONE

Other Exceptions to Conveyance and Warranty:

- NONE

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

GRANTOR'S OBLIGATIONS:

Grantor agrees to:

1. keep the property in good repair and condition;
2. pay all taxes and assessments on the property when due;
3. preserve the lien's priority as it is established in this deed of trust;
4. maintain, in a form acceptable to Beneficiary, an insurance policy that:
 - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;
 - b. contains an 80% coinsurance clause;
 - c. provides fire and extended coverage, including windstorm coverage;
 - d. protects Beneficiary 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 Beneficiary may reasonably require;
5. comply at all times with the requirements of the 80% coinsurance clause;
6. deliver the insurance policy to Beneficiary and deliver renewals to Beneficiary at least ten days before expiration;
7. keep any buildings occupied as required by the insurance policy; and
8. if this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments.

BENEFICIARY'S RIGHTS

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
3. Beneficiary may apply any proceeds received under the insurance policy either to reduce the note or to repair or replace damaged or destroyed improvements covered by the policy.
4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this deed of trust.

5. If Grantor defaults on the note or fails to perform any of Grantor's obligations or if default occurs on a prior lien note or other instrument, and the default continues after Beneficiary gives Grantor notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Beneficiary may:

- a. declare the unpaid principal balance and earned interest on the note immediately due;
- b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
- c. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.

TRUSTEE'S DUTIES

If requested by Beneficiary to foreclose this lien, trustee shall:

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
2. sell and convey all or part of the property to highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
3. from the proceeds of the sale, pay, in this order:
 - a. expenses of foreclosure, including a commission to Trustee of 5% of the bid;
 - b. to Beneficiary, 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.

GENERAL PROVISIONS

1. If any of the property is sold under this deed of trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall 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 shall remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.
5. If any portion of the note cannot be lawfully secured by this deed of trust, payments shall be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all sums 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, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the

note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.

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

8. Interest on the debt secured by this deed of trust shall not exceed the maximum amount of non-usurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

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

10. The term "note" includes all sums secured by this deed of trust.

11. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.

12. If Grantor and Maker are not the same person, the term "Grantor" shall include Maker.

13. Grantor represents that this deed of trust and the note are given for the following purposes:

The debt evidenced by the Note is in part payment of the purchase price of the Property; the debt is secured by this deed of trust and by a vendor's lien on the Property, which is expressly retained in a deed from Beneficiary to Grantor. The vendor's lien is transferred to Lender by the deed. This deed of trust does not waive the vendor's lien, and the two liens and the rights created by this deed of trust are cumulative. Lender may elect to foreclose either of the liens without waiving the other or may foreclose both.

14. If Grantor transfers any part of the property without Beneficiary's prior written consent, Beneficiary may declare the debt secured by this Deed of Trust immediately payable. In that event, Beneficiary will notify Grantor that the debt is payable; if it is not paid within thirty days after notice to Grantor, Beneficiary may without further notice or demand to Grantor invoke any remedies provided in this

instrument for default. Exceptions to this provision for declaring the note due on sale or transfer are limited to the following: [a] creation of a lien or encumbrance subordinate to this Deed of Trust; [b] creation of a purchase-money security interest for household appliances; [c] transfer by devise, descent, or operation of law on the death of a joint tenant; [d] grant of a leasehold interest of three years or less without an option to purchase; and [e] a transfer from one spouse to the other.

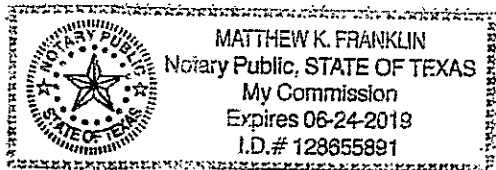
Fredrick Lopez
FREDRICK LOPEZ

Rebecca Lopez
REBECCA LOPEZ

Jesse Lopez
JESSE LOPEZ

THE STATE OF TEXAS :

This instrument was acknowledged before me on this the 21st day of February, 2019, ^{by mbs} Fredrick Lopez, Rebecca Lopez, and Jesse Lopez.



Matthew Franklin
NOTARY PUBLIC, STATE OF TEXAS

PREPARED IN THE LAW OFFICE OF:

Edward E. Haverlah and Matthew K. Franklin
120 Preston St.
Pleasanton, Tx. 78064

AFTER RECORDING RETURN TO:

Joe A. Huizar
4813 FM 1784
Pleasanton, TX 78064

EXHIBIT A

BEING all of that certain 34.46 acres of land, more or less, situated in the Mary Jordan Survey No. 1085, Abstract No. 505, and the W.W. Whitby Survey No. 1381, Abstract no. 901, all in Atascosa County, Texas, more particularly described by metes and bounds in Exhibit A-1, attached hereto and made a part hereof for all purposes; **LESS HOWEVER**

That certain 2.00 acres of land, more or less, situated in the Mary Jordan Survey No. 1085, Abstract No. 505, Atascosa County, Texas, more particularly described by metes and bounds in Exhibit A-2, attached hereto and made a part hereof for all purposes.

(Record Calls Shown in Parenthesis)

The State of Texas §
County of Atascosa §

Huizar
34.46 Acres

DESCRIPTION OF 34.46 (34-46/100) ACRES, more or less, being out of a called 119.37 acres described in an Exchange Deed with Vendor's Lien from Steve Ridgway and wife, Genne Genseal Ridgway to Joe A. Huizar and wife, Avelina Huizar, dated June 13th, 1990, recorded in Book 824, Page 876 et sequentia (et seq.) of the Deed Records of Atascosa County, Texas, said 34.46 (34-46/100) acres being comprised of approximately 33.25 acres of the Mary Jordan Survey No. 1085, Abstract No. 505, and approximately 1.21 acres of the W. W. Whitby Survey No. 1381, Abstract No. 901, Atascosa County, Texas, said 34.46 (34-46/100) acres having a bearing basis derived from GPS observations in the Texas State Plane Coordinate System, NAD 1983 South Central Zone, made on December 11th, 2018, with all other bearings relative thereto;

BEGINNING at a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set on the northeast right-of-way of F. M. Highway 1784, being at or near the southwest corner of a called 4.36 acres described in a Warranty Deed with Vendor's Lien from Everett H. Suggs and wife, Esta Mae Suggs to Joe. A. Huizar and wife, Lina Huizar, dated January 14th, 1992, recorded in Book 844, Page 898 et seq. of the Deed Records of Atascosa County, Texas, being at or near the lower northwest corner of said 119.37 acres, for the northwest corner and **POINT OF BEGINNING** of this tract; from **WHENCE** a Type I concrete highway monument found broken at an interior angle corner on the apparent northeast right-of-way of F. M. Highway 1784, bears North 41° 32' 19" West, a distance of 3,099.71 feet;

THENCE North 71° 08' 43" East, (South 71° 28' 00" West), along or near the southeast boundary of said 4.36 acres, along or near a northwest boundary of said 119.37 acres, and generally along a fence, at 284.50 feet pass a ½ inch diameter iron rod with plastic cap stamped "R. LITTLE 4394" found on line for the lower southwest corner of a called 3.36 acres described in a Gift Warranty Deed from Joe A. Huizar and wife, Lina Huizar to William P. Huizar and wife, Yolanda Huizar, dated May 5th, 2000, recorded in Book 159, Page 276 et seq. of the Official Public Records of Atascosa County, Texas, and continuing along same course, with the southeast boundary of said 3.36 acres, for a total distance of 420.16 feet, (420.00 feet), to a ½ inch diameter iron rod found for the southeast corner of said 4.36 acres and said 3.36 acres, being an interior angle corner of said 119.37 acres, for an exterior angle corner of this tract;

THENCE crossing and passing through said 119.37 acres, the following two (2) calls:

1. North 89° 09' 54" East, generally along a cross fence, at 1,022.80 feet pass a corner fence post at an angle in said cross fence, and continuing along same course for a total distance of 1,096.88 feet to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set for a northeast corner of this tract;
2. South 17° 26' 41" East, at 820.32 feet pass a corner fence post where this line intersects the aforementioned cross fence, and continuing along same course for a total distance of 1,256.24 feet to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set on the apparent northwest boundary of Cannon Road, being on the apparent southeast boundary of said 119.37 acres, for the southeast corner of this tract; from **WHENCE** a 12" mesquite corner fence post stump found in concrete for a possible exterior angle corner of said 119.37 acres, bears the following two (2) calls: 1.) North 73° 59' 08" East, (North 74° 18' 20" East), a distance of 1,416.42 feet to the possible east corner of said 119.37 acres (no corner fence post found); 2.) North 18° 07' 16" West, (North 17° 48' 04" West), a distance of 1,123.30 feet, (1,123.09 feet) to said 12" mesquite corner fence post stump;


THENCE South 73° 59' 08" West, (North 74° 18' 20" East), with the apparent northwest boundary of Cannon Road, with the apparent southeast boundary of said 119.37 acres, a distance of 504.58 feet to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set previously for the southeast corner of a called 2.00 acres described in a General Warranty Deed from Joe A. Huizar and wife, Avelina P. Huizar to Charlie Huizar and wife, Ermelinda Huizar, dated August 16th, 2018, recorded in Instrument No. 189683 of the Official Public Records of Atascosa County, Texas, being on the apparent northwest boundary of Cannon Road, being on the apparent southeast boundary of said 119.37 acres, for the lower southwest corner of this tract;

THENCE crossing and passing through said 119.37 acres, the following two (2) calls:

1. North 16° 00' 52" West, (Record Bearing - Instrument No. 189683), with the northeast boundary of said 2.00 acres, a distance of 264.33 feet, (Record Distance - Instrument No. 189683), to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set previously for the north corner of said 2.00 acres, for an interior angle corner of this tract;
2. South 73° 59' 08" West, (Record Bearing - Instrument No. 189683), with the northwest boundary of said 2.00 acres, a distance of 404.39 feet, (Record Distance - Instrument No. 189683), to a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set previously for the west corner of said 2.00 acres, being on the northeast right-of-way of F. M. Highway 1784, being on the apparent southwest boundary of said 119.37 acres, for the upper southwest corner of this tract;

THENCE North 41° 32' 19" West, (South 41° 13' 00" East), with the northeast right-of-way of F. M. Highway 1784, with the apparent southwest boundary of said 119.37 acres, and generally along a fence, at 687.24 feet pass a ½ inch

Stacy L. Little
R.P.L.S. No. 6163
southtexasgeo@gmail.com


**SOUTH TEXAS
GEOMATICS**


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(361) 449 - 0327

Land Surveying & Mapping
Texas Firm No. 10186900

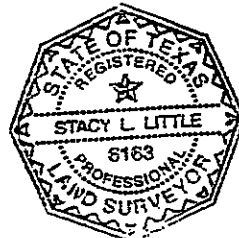
(Record Calls Shown in Parenthesis)

diameter iron rod with plastic cap stamped "LITTLE 6163" set for the south corner of a 30.00 foot wide easement also surveyed this day, and continuing along same course, at 717.73 feet pass a ½ inch diameter iron rod with plastic cap stamped "LITTLE 6163" set for the west corner of said 30.00 foot wide easement, and continuing along same course for a total distance of 1,393.95 feet to the POINT OF BEGINNING; said described tract containing 34.46 (34-46/100) acres, more or less.

I, Stacy L. Little, Registered Professional Land Surveyor, do hereby certify that this description was prepared from an actual survey made on the ground, under my supervision. This the 18th day of January, 2019. This description is to be attached and made a part of the accompanying plat.



Stacy L. Little | R.P.L.S.
Texas Registration No. 6163



- LEGEND**
- Corner 1/2" dia. stamped iron rod stamped "LITTLE #183" and found, unless otherwise noted.
 - Corner 1/2" dia. stamped iron rod stamped "LITTLE #183" not found, unless otherwise noted.
 - ⊙ Corner 3/8" dia. iron rod found, unless otherwise noted.
 - ⊙ Corner Type I Concrete Highway Monument found, unless otherwise noted.
 - Wire Fence
 - - - - - Ditch
 - - - - - Patent Line
 - (M) Measured Bearing & Distance
 - (R) Recorded Bearing & Distance
 - P.O.B. Point of Beginning
 - da. Diameter
 - CF Corner Fence Post
 - IR Iron Rod Found
 - CRF Capped Iron Rod Found
 - r.a.w. Right-of-Way

Certification Under this survey as prepared by my signature in blue ink and my seal enclosed along with my fee and satisfying the conditions of the Survey Law and the provisions of the Statutes of this State, I do hereby certify that the same is true and correct. South Texas Geomatics and Stacy L. Little, S.T.S., No. 6163 assume no responsibility for copies.

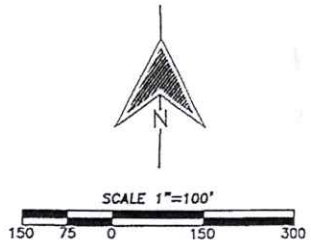
(A) (1.00 acre remainder) Joe A. Huizar and wife, Yolanda Huizar Called 3.18 Acres Book 844, Page 838 Deed Records of Atascosa County, Texas

(B) Fredrick A. Lopez Tract One, Called 2.00 Acres Instrument No. 194601 Official Public Records of Atascosa County, Texas

Note 1: Fredrick A. Lopez, Tract Two: Called 30' Wide Easement, Instrument No. 194601, Official Public Records of Atascosa County, Texas.

Note 2: @52.46' pass a 1/2" dia. CRF for the south corner of the 30' wide easement, and @82.95' pass another 1/2" dia. CRF for the west corner of said 30' wide easement.

PLAT SHOWING A PARTITION SURVEY OF A CALLED 34.46 ACRES, LESS 2.00 ACRES, DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN FROM JOE HUIZAR AND WIFE, AVELINA P. HUIZAR TO FREDRICK LOPEZ AND REBECCA LOPEZ, DATED FEBRUARY 21ST, 2019, RECORDED IN INSTRUMENT NO. 194602 OF THE OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS, SAID 34.46 ACRES BEING OUT OF A CALLED 119.37 ACRES DESCRIBED IN AN EXCHANGE DEED WITH VENDOR'S LIEN FROM STEVE RIDGWAY AND WIFE, GENNE GENSEAL RIDGWAY TO JOE A. HUIZAR AND WIFE, AVELINA HUIZAR, DATED THE 13TH DAY OF JUNE, 1990, RECORDED IN BOOK 824, PAGE 876 ET SEQUENTIA (ET SEQ.) OF THE DEED RECORDS OF ATASCOSA COUNTY, TEXAS, SAID 34.46 ACRES BEING PORTIONS OF THE ORIGINAL PATENT SURVEYS SHOWN HEREON.

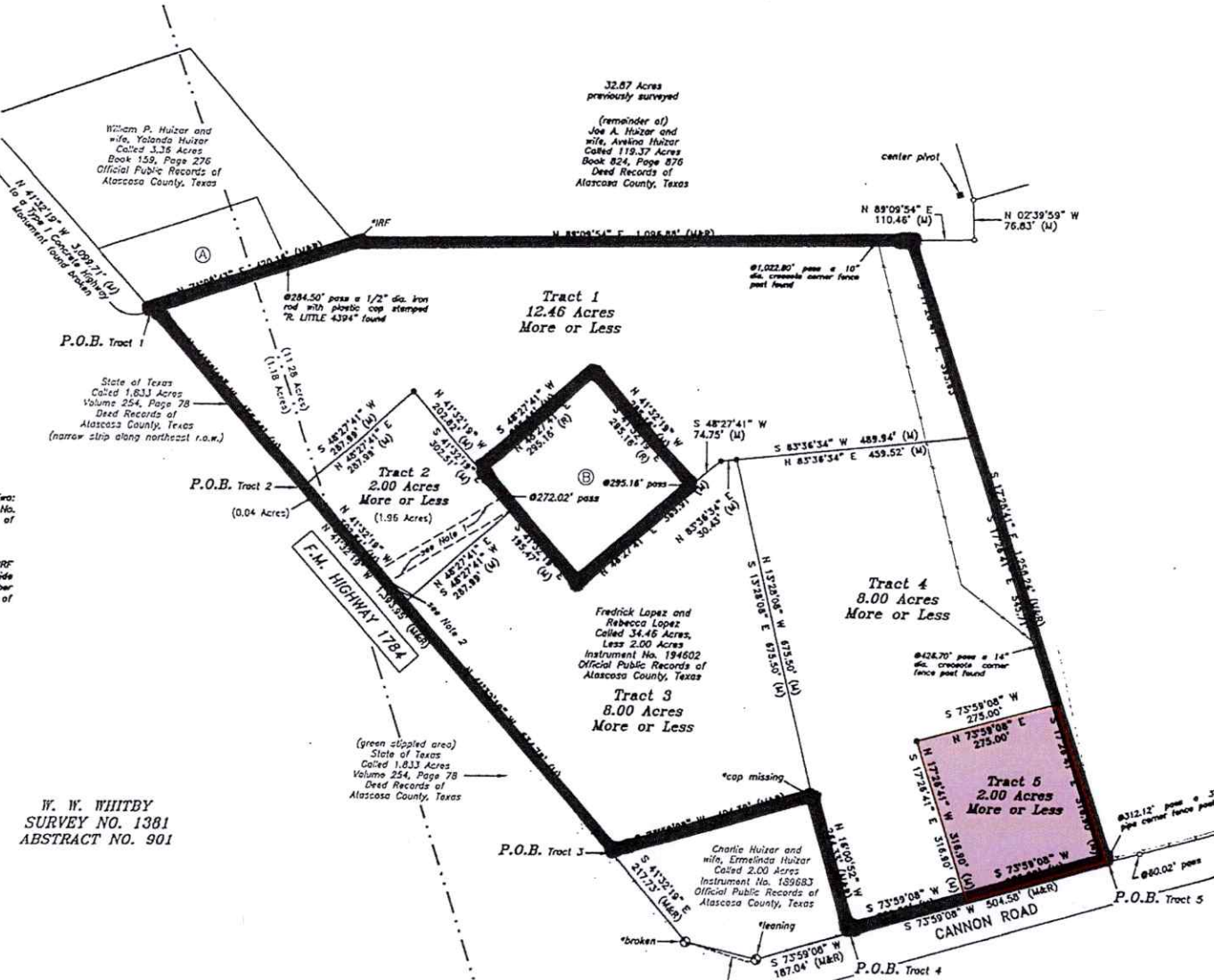


BASIS OF BEARINGS

Being derived from GPS observations in the Texas State Plane Coordinate System, NAD 1983 South Central Zone, made on December 20th, 2023. All distances are ground distances in U. S. Survey Feet.

Surveyor's Note: Original Patent Survey Lines and/or Corners are approximate, along with any acreages shown in parenthesis, unless otherwise noted.

Surveyor's Note: This plat represents a boundary survey only. There may be encumbrances recorded or unrecorded that may affect the property shown hereon. Always use the Texas One Call System or www.texas11.org, before performing any excavations.



W. W. WHITBY
SURVEY NO. 1381
ABSTRACT NO. 901

41.58 Acres
previously surveyed
MARY JORDAN
SURVEY NO. 1085
ABSTRACT NO. 505

(remainder of)
Joe A. Huizar and
wife, Avelina Huizar
Called 119.37 Acres
Book 824, Page 876
Deed Records of
Atascosa County, Texas



I, Stacy L. Little, Registered Professional Land Surveyor, do hereby certify that this survey was made by me or by a duly qualified and licensed assistant of mine, and that the same is true and correct. This plat is to be attached and made a part of the accompanying description.

SOUTH TEXAS GEOMATICS
Land Surveying & Mapping
Texas Firm No. 19164900
Stacy L. Little | P.L.S. No. 6163
P.O. Box 144 | Callahan | Texas 78007
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(361) 648-0327

SHEET	1 OF 1
SCALE	1"=150'
DATE	12/20/2023
J.O. #	20230056

FIELD WORK	DATE	BY
DRAWING	12/20/2023	S.L.L.
FINAL CHECK	12/20/2023	S.L.L.
UP DATE		
REVISION		