

A. U.S. Department of Housing and Urban Development		B. Type of Loan		
		1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FMHA	3. <input type="checkbox"/> Conv. Unins.
		4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	
		6. File Number 3134402	7. Loan Number	
Settlement Statement		8. Mortgage Ins. Case No.		
C. Note:	This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("POC") were paid outside the closing; they are shown here for information purposes and are not included in the totals.			
D. Name of Borrower:	COUNTY OF HIDALGO, TEXAS, P. O. Box 758, Edinburg, TX 78540-0758			
E. Name of Seller:	ROLANDO R GUERRA, P. O. Box 598, La Blanca, TX 78558-0598			
F. Name of Lender:				
G. Property Location:	Lot 15, Block 260, TEXAS MEXICAN RAILWAYS CO SUB Edinburg, Hidalgo County,, TX 78540			
H. Settlement Agent:	Sierra Title of Hidalgo County, Inc. (956) 682-8321			
Place of Settlement:	3401 N. 10TH Street, McAllen, TX 78501			
I. Settlement Date:	3/13/2009	Proration Date:	3/13/2009	

J. Summary of Borrower's Transaction				K. Summary of Seller's Transaction			
100. Gross amount due from borrower:				400. Gross amount due to seller:			
101. Contract sales price		243,698.00		401. Contract sales price		243,698.00	
102. Personal property				402. Personal property			
103. Settlement charges to borrower (line 1400)		0.00		403.			
104.				404.			
105.				405.			
Adjustments for items paid by seller in advance:				Adjustments for items paid by seller in advance:			
106. City/town taxes				406. City/town taxes			
107. County taxes				407. County taxes			
108. Assessments				408. Assessments			
109. School Taxes				409. School Taxes			
110. 2009 Flat Rate WD 3/13/2009 to 1/1/2010		252.28		410. 2009 Flat Rate WD 3/13/2009 to 1/1/2010		252.28	
111.				411.			
112.				412.			
120. Gross amount due from borrower:		243,950.28		420. Gross amount due to seller:		243,950.28	
210. Amounts paid by or in behalf of the borrower:				500. Reduction in amount due to seller:			
201. Deposit or earnest money		1,000.00		501. Excess deposit (see Instructions)			
202. Principal amount of new loan(s)				502. Settlement charges to seller (line 1400)		3,565.65	
203. Existing loan(s) taken subject to				503. Existing loan(s) taken subject to			
204.				504. Payoff of first mortgage loan			
205.				505. Payoff of second mortgage loan			
206.				506.			
207.				507.			
208. Option Fee		100.00		508. Option Fee		100.00	
209.				509.			
Adjustments for items unpaid by seller:				Adjustments for items unpaid by seller:			
210. City/town taxes				510. City/town taxes			
211. County taxes 1/1/2009 to 3/13/2009		80.79		511. County taxes 1/1/2009 to 3/13/2009		80.79	
212. Assessments				512. Assessments			
213. School Taxes 1/1/2009 to 3/13/2009		76.22		513. School Taxes 1/1/2009 to 3/13/2009		76.22	
214.				514.			
215.				515.			
216.				516.			
217.				517.			
218.				518.			
219.				519.			
220. Total paid by/for borrower:		1,257.01		520. Total reduction in amount due seller:		3,822.66	
300. Cash at settlement from/to borrower:				600. Cash at settlement from/to seller:			
301. Gross amount due from borrower (line 120)		243,950.28		601. Gross amount due to seller (line 420)		243,950.28	
302. Less amount paid by/for borrower (line 220)		1,257.01		602. Less total reduction in amount due seller (line 520)		3,822.66	
303. CASH (X) FROM () TO BORROWER		242,693.27		603. CASH () FROM (X) TO SELLER		240,127.62	

SUBSTITUTE FORM 1099 SELLER STATEMENT - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 405, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTION - If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required by law to provide Sierra Title of Hidalgo County, Inc. (956) 682-8321 with your correct taxpayer identification number. If you do not provide Sierra Title of Hidalgo County, Inc. (956) 682-8321 with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

ROLANDO R GUERRA

ck to Sierra Title

III. Settlement Charges		File Number: 3134102	
700.	Total sales/broker commission	Paid From	Paid From
	Division of commission (line 700) as follows:	Borrower's	Seller's
701.	\$	Funds at	Funds at
702.	\$	Settlement	Settlement
703.	Commission paid at settlement		
704.			
800.	Items payable in connection with loan		
801.	Loan origination fee		
802.	Loan discount		
803.	Appraisal fee		
804.	Credit report		
805.	Lender's inspection fee		
806.	Mortgage insurance application fee		
807.	Assumption fee		
808.			
809.			
810.			
811.			
812.			
813.			
814.	Yield Spread Premium		
900.	Items required by lender to be paid in advance		
901.	Interest from		
902.	Mortgage insurance premium for		
903.	Hazard insurance premium for		
904.			
905.			
1000.	Reserves deposited with lender		
1001.	Hazard insurance		
1002.	Mortgage insurance		
1003.	City property taxes		
1004.	County property taxes		
1005.	Annual assessments (maint.)		
1006.	School taxes		
1007.			
1008.			
1009.	Aggregate Adjustment		
1100.	Title charges		
1101.	Settlement or closing fee		
1102.	Abstract or title search		
1103.	Title examination		
1104.	Title insurance binder		
1105.	Document preparation WD to Law Office of John King		75.00
1106.	Notary fees		
1107.	Attorney's fees to		
	Includes above items no.:		
1108.	Title insurance to Sierra Title of Hidalgo County, Inc.		1,851.50
	Includes above items no.: survey deletion		
1109.	Lender's coverage		
1110.	Owner's coverage \$243,698.00 \$1,851.50		
1111.	State of Texas Policy Guaranty Fee to Guaranty Fee Transfer		5.00
1112.	Escrow fee to Sierra Title of Hidalgo County, Inc.		325.00
1113.			
1114.			
1200.	Government recording and transfer charges		
1201.	Recording fees:		
1202.	City/county tax/stamps:		
1203.	State tax/stamps:		
1204.			
1205.	Tax Service Fee to Tax Service of Hidalgo		108.26
1206.			
1300.	Additional settlement charges		
1301.	Survey		
1302.	Pest inspection		
1303.	2008 County/School Taxes (March to Hidalgo County Tax Assessor		879.85
1304.	Flat rate WD Tax (March) to Hidalgo County Irrigation District No. 1		321.04
1305.	HOA Assocation		
1400.	Total settlement charges (entered on lines 103, section J and 502, section K)	0.00	3,565.65

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all fees and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

COUNTY OF HIDALGO, TEXAS

ROLANDO R GUERRA

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction

Sierra Title of Hidalgo County, Inc.

Date

SELLER'S AND/OR PURCHASER'S STATEMENT Seller's and Purchaser's signature hereon acknowledges his/her approval of tax prorations and signifies their understanding that prorations were based on taxes for the preceding year, or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Such financial institution may provide Title Company computer accounting and audit services directly or through a separate entity which, if affiliated with Title Company, may charge the financial institution reasonable and proper compensation therefor and retain any profits therefrom. Any escrow fees paid by any party involved in this transaction shall only be for checkwriting and input to the computers, but not for aforesaid accounting and audit services. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Sellers and Purchasers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.
Purchasers/Borrowers
Sellers

COUNTY OF HIDALGO, TEXAS

ROLANDO R GUERRA

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

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.

General Warranty Deed

Date: March 13, 2009

Grantor: ROLANDO R. GUERRA, joined herein proforma by my wife, CASTULA O. GUERRA

Grantor's Mailing Address: P.O. Box 598
La Blanca, Texas 78558-0598
Hidalgo County

Grantee: COUNTY OF HIDALGO, TEXAS

Grantee's Mailing Address: P.O. Box 758
Edinburg, Texas 78540-0758
Hidalgo County

Consideration: TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

Property (including any improvements):

An 18.76 acre tract of land out of Lot 15, Section 260, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, Hidalgo County, Texas according to the map or plat thereof recorded in Volume 2, Page 29, Map Records, Hidalgo County, Texas, and according to Warranty Deed with Vendor's Lien recorded in Volume 2574, Page 640, Official Records, Hidalgo County, Texas, reference to which is here made for all purposes and being more particularly described by metes and bounds as follows.

Beginning at a cotton picker spindle set in the centerline of Sunflower Road for the Northeast corner of Lot 15 and the Northeast corner of this tract.

Thence, South 00 degrees 38 minutes 03 seconds East, along the East line of Lot 15, a distance of 985.51 feet to a point within the right of way of State Highway 107 for the Southeast corner of this tract.

Thence, South 89 degrees 36 minutes 27 seconds West (Deed Record: South 89 degrees 37 minutes West), within the right of way of State Highway 107, a distance of 921.58 feet to a point for the Southwest corner of this tract.

Thence, North 09 degrees 01 minute 04 seconds East (Map Record: North 09 degrees 05 minutes East), a distance of 50.69 feet to a point within the right of way of State Highway 107 for the Southwest corner of the State of Texas Tract (a 1.254 acre tract of land out of the East 20.0 acres North of Highway 107 out of Lot 15, Section 260, Texas-Mexican Railway Company's Survey, according to Deed recorded in Volume 1095, Page 612, Deed Records, Hidalgo County, Texas) and an exterior corner of this tract.

Thence, North 89 degrees 36 minutes 48 seconds East, along the South line of the State of Texas Tract and within the right of way of State Highway 107, a distance of 889.14 feet to a point for the Southeast corner of said tract and an interior corner of this tract.

Thence, North 00 degrees 26 minutes 56 seconds West, along the East line of the State of Texas Tract, a distance of 82.00 feet to a 1/2" iron rod found for the intersection of the North right of way line of State Highway 107 and the West right of way line of Sunflower Road, for the Northeast corner of said tract and an interior corner of this tract.

Thence, South 44 degrees 42 minutes 25 seconds West, along the North right of way line of State Highway 107 and the North line of the State of Texas tract, a distance of 28.52 feet to 1/2" iron rod found for an interior corner of this tract.

Thence, South 89 degrees 33 minutes 04 seconds West, along the North right of way line of State Highway 107 and the North line of the State of Texas Tract, a distance of 787.06 feet to a 1/2" iron rod 24" in length with plastic cap stamped RPLS 4856 set for exterior corner of this tract.

Thence, South 82 degrees 35 minutes 42 seconds West, along the North right of way line of State Highway 107 and the North line of the State of Texas tract, a distance of 73.73 feet to a 3/4" iron pipe found for the Southeast corner of Rankin Subdivision (recorded in Volume 21, Page 23, Map Records, Hidalgo County, Texas), the Northwest corner of the State of Texas Tract and an exterior corner of this tract.

Thence, North 09 degrees 01 minute 04 seconds East (Map Record: North 09 degrees 05 minutes East), along the East line of Rankin Subdivision, a distance of 1,018.84 feet to a 3/4" iron pipe found on the North line of Lot 15 for the Northeast corner of Rankin Subdivision and the Northwest corner of this tract.

Thence, South 80 degrees 58 minutes 56 seconds East (Map Record: South 80 degrees 55 minutes East), along the North line of Lot 15, passing a 1/2" iron rod 24" in length with plastic cap stamped RPLS 4886 set at 723.67 feet for the West right of way line of Sunflower Road, a total distance of 743.95 feet to the point of beginning, and containing 18.76 acres of land, more or less.

(Bearings are in accordance with Rankin Subdivision, recorded in Volume 21, Page 23, Map Records, Hidalgo County, Texas.)

Reservations from and Exceptions to Conveyance and Warranty:
Subject To:

Right of Way Easement granted to North Alamo Water Supply Corporation from Leonel Longoria, by instrument dated July 9, 1973, recorded in Volume 1411, Page 639, Deed Records of Hidalgo County, Texas.

Easements for canals and laterals, both existing or to be constructed, as reserved in Deeds executed by Stewart Farm Mortgage Company to C. I Haven, recorded in Volume 206, Page 351 and Volume 210, Page 189, both in Deed Records of Hidalgo County, Texas.

Easements for canal rights of way as shown in Quit-Claim Deed dated March 21, 1933, from Hidalgo County Water Control and Improvement District No. One to E. G. Holmes, recorded in Volume 377, Page 166, Deed Records of Hidalgo County, Texas.

Right-of-Way Easement granted to State of Texas by instrument recorded in Volume 1095, Page 612, Deed Records of Hidalgo County, Texas.

Right of Way Easement granted to the State of Texas from Hidalgo County Water Control and Improvement District No. 1 by instrument dated December 2, 1965, recorded in Volume 1134, Page 194, Deed Records of Hidalgo County, Texas.

Easements for road, telephone or telegraph lines, electrical or steam railroads, canals, drainage ditches and for all such purposes as do not conflict with the right of passage along the East side of said property, as shown on the Map recorded in Volume 2, Page 29, Map Records of Hidalgo County, Texas.

Easements, rights, rules, and regulations in favor of Hidalgo Irrigation District No. 1.

Easements, or claims of easements, which are not of public record.

All oil, gas, and other minerals reserved in Deed dated October 5, 1959, recorded in Volume 959, Page 140, Deed Records of Hidalgo County, Texas.

Oil and Gas Lease dated December 21, 1934, recorded in Volume 6, Page 217, Oil and Gas Lease Records of Hidalgo County, Texas.

Oil and Gas Lease dated December 9, 1935, recorded in Volume 19, Page 475, Oil and Gas Lease Records of Hidalgo County, Texas.

Oil and Gas Lease dated October 15, 1935, recorded in Volume 19, Page 514, Oil and Gas Lease Records of Hidalgo County, Texas.

Unitization of Oil and Gas Leases dated May 12, 1953, recorded in Volume 143, Page 510, and dated May 27, 1959, recorded in Volume 230, Page 254, Oil and Gas Lease Records, Hidalgo County, Texas.

All rights, titles and interests in and to all portions of the subject property lying within a drainage ditch, drainage pipe, drainage line, a canal or an irrigation line as may be claimed in fee by Hidalgo County Irrigation District No. 1.

All ad valorem taxes for the year 2009 and all subsequent years.

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 any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, 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.

For the same Consideration, Grantor hereby grants, sells, conveys, assigns and delivers to Grantee, without covenant or warranty express or implied (whether under Section 5.023 of the Texas Property Code or otherwise), all right, title and interest, if any, of Grantor, as owner of the Property but not as owner of any other Property in and to (i) strips or gores, if any, between the Property and abutting properties (except to the extent, if any, that such strips or gores abut or provide access to other properties owned by Grantor), (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Property, (iii) any leases and rental agreements (whether written or verbal) that grant a possessory interest in or that otherwise grant rights with

regard to the use of all or any portion of the Property, and (iv) any easements, rights of way, rights of ingress and egress or other interests in, on or to, any land, highway, street, road or avenue, open or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the Property, as well as all other rights, privileges and appurtenances owned by Grantor and in any way related to the Property and other rights and interests of Grantor hereunder conveyed, but reserving and retaining unto Grantor, its successors and assigns, the nonexclusive and coextensive right to the use and benefit of the same for the benefit of any other properties owned by Seller to which such rights are appurtenant.

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

ROLANDO R. GUERRA

CASTULA O. GUERRA

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the _____ day of March, 2009, by **ROLANDO R. GUERRA.**

Notary Public, State of Texas

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the _____ day of March, 2009, by **CASTULA O. GUERRA.**

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
COUNTY OF HIDALGO, TEXAS
P.O. Box 758
Edinburg, Texas 78540-0758

PREPARED IN THE LAW OFFICE OF:
JOHN ROBERT KING
3409 N. 10th, Suite 100
McAllen, Texas 78501
File No.: GF#3134402;GS/1a