

PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS		
	APPLICANT	APPLICATION NO.
1.	Francisco J. Cantu	4-9172
2.	Lilia C. Rodriguez	4-10614
3.	Jose W. Hernandez	4-11130
COMM. COURT: December 6, 2011		



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 1-9172
X-25

HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
Name: <u>Francisco J Canfo</u>	Authorized Signature	<u>[Signature]</u> Authorized Signature
Inspection/Permit No:	Date Approved: <u>1 / 1</u>	<u>Existing Septic System</u> <u>11 / 23 / 11</u>

Name: Francisco J Canfo

Address: 3715 MUÑOZ ST
Edinburg TX 78541

Water Supplier: Sharyland water supply

Utility Provider: [] M.V.E.C. [] AEP

Phone: (956) 493-9116

Account/ESI No.: 10032789491811180
[] Temporary Pole [] Permanent Service

regarding the land described as: Tierra Buena #2 lot 31

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

- YES A plat has been prepared;
- YES A plat has been reviewed and approved by the Commissioners Court; water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;
- YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
- YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 12-28-02)
 (verified by [Signature])
 (verified by [Signature])
 (verified by [Signature])
 (verified by [Signature])

Raul E. Sesin
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date



PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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Raul E. Sesin, P.E., CFM
Planning Administrator

Application No: Precinct 1 2 3 4
4-9172
X-25

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Francisco J Cantu
Address: 3715 MUÑOZ ST
Edinburg TX 78541
Phone: (956) 483-9116

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Tierra Buena #2 Lot 34

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- Subdivider
- Owner of lot in subdivision
- Resident of lot in a subdivision
- Entity that provides utility service

X. Francisco J Cantu
Requesting Party (Signature)

11-23-11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) plat

.....
This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

11-23-11
Date

Fran Castillo
County Official

General Warranty Deed

1788496

Date: July 25, 2007

Grantor: JESUS MARIA CANTU and MARIA NARCEDALIA CANTU, husband and wife

Grantor's Mailing Address:

JESUS MARIA CANTU and MARIA NARCEDALIA CANTU
Rt 7 Box 1580
Edinburg, TX 78541
Hidalgo County

Grantee: FRANCISCO JAVIER CANTU, a single person

Grantee's Mailing Address:

FRANCISCO JAVIER CANTU
Rt 7 Box 1620
Edinburg, Texas 78541
Hidalgo County

Consideration:

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

Property (including any improvements):

Lot 34, in TIERRA BUENA SUBDIVISION No. II, of the Hidalgo County, Texas, being of a subdivision of 12.78 acres tract of land out of Lots 94 and 95 Ramseyer Gardens No. Two (2), Hidalgo County, Texas according to the map or plat thereof recorded in Volume 11, Page 31, Map Records, Hidalgo County Texas.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

None

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 Conveyance and the Exceptions to Conveyance and Warranty.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this deed.

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

Jesus Maria Cantu

JESUS MARIA CANTU

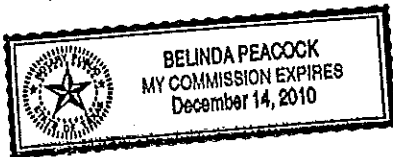
Mra Naredalia Cantu

MARIA NARCEDALIA CANTU

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on July 30, 2007, by JESUS MARIA CANTU and MARIA NARCEDALIA CANTU.



Belinda Peacock

Notary Public, State of Texas
My commission expires: December 14, 2010

Chapter 232 Texas LGC Application

APPLICATION NO:
4-9172
Dec. 4, 2009

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

T4750-02-000-0034-00

[1] OWNER: CANTU, FRANCISCO JAVIER

RR 7 BOX 1580
EDINBURG, TX 78541-9777
Telephone No. 380-0744

[7] LEGAL DESC./NAME OF SUBDIVISION
TIERRA BUENA #2 LOT 34

LOCATION: 0

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: SHAR

[9] CONSTRUCTION TYPE: WOOD

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING

[10] EST. COST OF CONST.: \$12,000

[5] SIZE OF STRUCTURE: 864 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

[6] USE OF BUILDING: RES ZONE X

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATION
FRONT=25 SIDES=6 REAR=15
18 INCHES ABOVE NATURAL GROUND

FOR COUNTY USE ONLY APPLICATION FEES

OTHER _____
TOTAL AMOUNT **\$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: _____ Pct: 1

Community No.: _____

Certification of Elevation
Required: YES NO BFE

- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
- E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date _____

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Precinct 1 2 3 4

Raul E. Sesin, P.E., CFM
Planning Administrator

Application No: 4-10614

V-25

HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Lilia C Rodriguez

Address: 1735 Adam Lee Dr.
Edinburg TX
78541

Phone: (956) 770-9030

Approved by Environmental Health:	Temporary Service	Final Service
Authorized Signature	Authorized Signature	Authorized Signature
Inspection/Permit No:		Existing System
Date Approved:	<u>1 1</u>	<u>11 128 11</u>

Water Supplier: City of Edinburg

Utility Provider: M.V.E.C. AEP

Account/ESI No.: #art #105190-1008
 Temporary Pole Permanent Service
EST. #100.32789485 706395

regarding the land described as:

Adam Lee Subdivision Lot #9.

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

- YES A plat has been prepared;
- YES A plat has been reviewed and approved by the Commissioners Court;
- YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;
- YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
- YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 2-08-02);
(verified by Juan Castillo);

(verified by [Signature]);

(verified by [Signature]);

(verified by Juan Castillo);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Precinct 1 2 3 4

Raul E. Sesin, P.E., CFM
Planning Administrator

Application No. 11-10014
K-25

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Lilia C Rodriguez

Address: 1725 adam lee Dr

Edinburg TX 78541

Phone: (956) 776-9630

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

adam lee subdivision lot 9

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- Subdivider
- Owner of lot in subdivision
- Resident of lot in a subdivision
- Entity that provides utility service

Lilia C Rodriguez
Requesting Party (Signature)

11/28/11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) plat

.....
This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

11-30-11
Date

Hor U. Castillo
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10614
May. 11, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

A0650-00-000-0009-00

[1] OWNER: RODRIGUEZ, GREGORIO M.
RODRIGUEZ, LILIA C.
1409 VILLAGE DR.
EDINBURG, TX. 78541
Telephone No. 776-9630

[7] LEGAL DESC./NAME OF SUBDIVISION
ADAM LEE LOT 9

[2] CONTRACTOR: SELF

LOCATION: 0 SEMINARY & 2812

[3] WATER SYSTEM: N AL

[8] SEWAGE: EXIST

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING

[9] CONSTRUCTION TYPE: WOOD

[5] SIZE OF STRUCTURE: 624 Sq. Ft.

[10] EST. COST OF CONST.: \$10,000

[6] USE OF BUILDING: RES.HOME.ZONE.X

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS.FRONT 25' SIDE 6' REAR
15'. ELEVATION AS PER FEMA.

FOR COUNTY USE ONLY
APPLICATION FEES

Mana [Signature] 05/11/11
Prepared by Date

OTHER _____
TOTAL AMOUNT \$30.00

Araron Hernandez 05/11/11
Approved by Date

Light [] Water []

Flood Zone: NO
Panel No. /Suffix: 0325 D Pct: 4

Community No.: 480334

Certification of Elevation
Required: YES NO BFE

[Signature] 5-11-11
Signature of Owner or Applicant Date

- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
- E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

DEED OF TRUST

Date: March 22, 2010

Grantor: Gregório M. Rodriguez and Lilla C. Rodriguez
Grantor's Mailing Address (including county):
1409 Village Dr.
Edinburg, Texas 78541
Hidalgo County, Texas

Trustee: Carroll Whiteford
Trustee's Mailing Address (including county):
323 Nolana
McAllen, Texas 78504
Hidalgo County, Texas

Beneficiary: Hi Starr Investments, LLC, a Texas Limited Liability Company
Beneficiary's Mailing Address:

P.O. Box 959
Edinburg, Texas 78540

Note:

Date: March 22, 2010
Amount: Twenty Thousand Five Hundred and 0/100 Dollars (\$20,500.00)
Maker: Gregorio M. Rodriguez and Lilla C. Rodriguez

Payee: Hi Starr Investments, LLC, a Texas Limited Liability Company

Property (including any improvements):

Lot(s)9, Adam Lee Subdivision, Hidalgo County, Texas, According to the Map or Plat Thereof,
Recorded in Volume 22, Page 41, Map Records Hidalgo County, Texas

Other Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;
8. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
11. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend 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 and Beneficiary covenant and agree as follows:

1. **Payment.** Grantor shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges due under the Note. Payments due under the Note and this Deed of Trust shall be made in U.S. currency. However, if any check or other instrument received by Beneficiary as payment under the Note or this Deed of Trust is returned to Beneficiary unpaid, Beneficiary may require that any or all subsequent payments due under the Note and this Deed of Trust be made in one or more of the following forms, as selected by Beneficiary: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Beneficiary when received at the location designated in the Note or at such other location as may be designated by Beneficiary. Beneficiary may return any payment or partial payment if the payment or partial payments are insufficient to bring the Note current. Beneficiary may accept any payment or partial payment insufficient to bring the Note current, without it constituting a waiver of any rights

hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Beneficiary is not obligated to apply such payments at the time such payments are accepted. Beneficiary need not pay interest on unapplied funds. Beneficiary may hold such unapplied funds until Grantor makes payment to bring the Loan current. If Grantor does not do so within a reasonable period of time, Beneficiary shall either apply such funds or return them to Grantor. No offset or claim which Grantor might have now or in the future against Beneficiary shall relieve Grantor from making payments due under the Note and this Deed of Trust or performing the covenants and agreements secured by this Deed of Trust.

2. Protection of the Property. Grantor agrees to keep the property in good repair and condition and comply with all applicable restrictive covenants relating to the Property. In the event Grantor fails to keep the Property mowed and clean and otherwise maintain it, Beneficiary shall have the right, without having to first notify Grantor, to enter upon the Property, mow it, clean up debris located on the Property, and perform any other maintenance or repairs which Beneficiary deems appropriate. Beneficiary shall have the right to charge Grantor a Service Fee for performing such services. Grantor shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Grantor is residing in the Property, Grantor shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined by Beneficiary that repair or restoration is not economically feasible, Grantor shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Grantor shall be responsible for repairing or restoring the Property only if Beneficiary has released proceeds for such purposes. Beneficiary may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Grantor is not relieved of Borrower's obligation for the completion of such repair or restoration.

Beneficiary or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Beneficiary may inspect the interior of the improvements on the Property. Beneficiary shall give Grantor notice at the time of or prior to such an interior inspection specifying such reasonable cause. In the event Grantor fails to keep the Property mowed and clean and otherwise maintain it, Beneficiary shall have the right, without having to first notify Grantor, to enter upon the Property, mow it, clean up debris located on the Property, and perform any other maintenance or repairs which Beneficiary deems appropriate. Beneficiary shall have the right to charge Grantor a Service Fee for performing such services.

3. Taxes and Assessments. Grantor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Deed of Trust. To the extent that these items are Escrow Items, Grantor shall pay them in the manner provided in Section 15.

Grantor shall promptly discharge any lien which has priority over this Deed of Trust unless Grantor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Beneficiary, but only so long as Grantor is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Beneficiary's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Beneficiary subordinating the lien to this Deed of Trust. If Beneficiary determines that any part of the Property is subject to a lien which can attain priority over this Deed of Trust, Beneficiary may give Grantor a notice identifying the lien. Within 10 days of the date on which that notice is given, Grantor shall satisfy the lien or take one or more of the actions set forth above in this Section.

Beneficiary may require Grantor to pay a one-time charge for a real estate tax verification and/or reporting service used by Beneficiary in connection with this Loan.

4. Insurance. Grantor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Beneficiary requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Beneficiary requires. What Beneficiary requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Grantor subject to Beneficiary's right to disapprove Grantor's choice, which right shall not be exercised unreasonably. Beneficiary may require Grantor to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Grantor shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Grantor.

If Grantor fails to maintain any of the coverages described above, Beneficiary may obtain insurance coverage, at Beneficiary's option and Grantor's expense. Beneficiary is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Beneficiary, but might or might not protect Grantor, Grantor's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Grantor acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Grantor could have obtained. Any amounts disbursed by Beneficiary under this Section shall become additional debt of Grantor secured by this Deed of Trust. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Beneficiary to Grantor requesting payment.

All insurance policies required by Beneficiary and renewals of such policies shall be subject to Beneficiary's right to disapprove such policies, shall include a standard mortgage clause, and shall name Beneficiary as mortgagee and/or as an additional loss Beneficiary. Beneficiary shall have the right to hold the policies and renewal certificates. If Beneficiary requires, Grantor shall promptly give to Beneficiary all receipts of paid premiums and renewal notices. If Grantor obtains any form of insurance coverage, not otherwise required by Beneficiary, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Beneficiary as mortgagee and/or as an additional loss Beneficiary.

In the event of loss, Grantor shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Grantor. Unless Beneficiary and Grantor otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Beneficiary, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Beneficiary's security is not lessened. During such repair and restoration period, Beneficiary shall have the right to hold such insurance proceeds until Beneficiary has had an opportunity to inspect such Property to ensure the work has been completed to Beneficiary's satisfaction, provided that such inspection shall be undertaken promptly. Beneficiary may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Beneficiary shall not be required to pay Grantor any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Grantor shall not be paid out of the insurance proceeds and shall be the sole obligation of Grantor. If the restoration or repair is not economically feasible or Beneficiary's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, whether or not then due, with the excess, if any, paid to Grantor. Such insurance proceeds shall be applied in the order designated by Beneficiary.

escrow accounts with respect the Property, before one month prior to the date when such premiums, taxes and assessments shall become delinquent. Unless prohibited by federal law, transfer of legal title to the Property shall automatically transfer the interest of Grantor in all sums deposited with Beneficiary under the provisions hereof or otherwise.

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

BY SIGNING BELOW, Grantor accepts and agrees to the terms and covenants contained in this Deed of Trust.

Gregorio M. Rodriguez

Gregorio M. Rodriguez

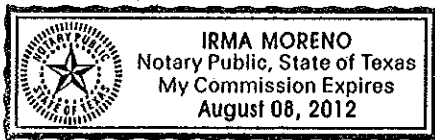
Lilia C. Rodriguez

Lilia C. Rodriguez

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 22 day of March, 2010, by Gregorio M. Rodriguez .

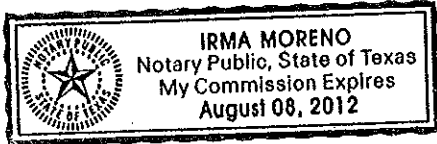


Irma Moreno
Notary Public, State of Texas

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 22 day of March, 2010, by Lilia C. Rodriguez .



Irma Moreno
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Hi-Starr Investments, LLC
P.O. Box 959
Edinburg, Texas 78540

Software by ReMerge-It, LLC
(956) 630-9401
www.ReMerge-It.com





PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-11130

X-25

HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Jose R Hernandez

Address: 901 E. CHAMPION

EDINBURG TX. 78539

Phone: (956) 844-9453

Approved by Environmental Health:	Temporary Service <u>[Signature]</u>	Final Service
Inspection/Permit No:	Authorized Signature <u>N/A</u>	Authorized Signature
Date Approved:	<u>11/23/11</u>	<u>1/1</u>

Water Supplier: NORTH ALAMO WATER

Utility Provider: M.V.E.C. JAEP

Account/ESI No.: #10032789437754378
#175009-002

Temporary Pole Permanent Service

regarding the land described as:

LOT #1 VENITIAN RANCHES (501 OLD ALAMO RD., EDINBURG TX.),

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

yes

A plat has been prepared;
A plat has been reviewed and approved by the Commissioners Court; water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;

(Date approved 10-20/11)

(verified by José Castillo)

no

an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;

11-23-11
(verified by Roberth Hernandez)

yes

individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;

11-23-11
(verified by Roberth Hernandez)

yes

electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(verified by José Castillo)

José Castillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-205-7045
956-205-7049

Precinct 1 2 3 4

Raul E. Sesin, P.E., CFM
Planning Administrator

Application No:

4-11130
K-85

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: JOSE W. HERNANDEZ

Address: 901 E. CHAMPION
EDINBURG TX 78539

Phone: (956) 844-9453

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

LOT #1 VENITIAN RANCHES (501 OLD ALAMO RD., EDINBURG, TX.)

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- Subdivider
- Owner of lot in subdivision
- Resident of lot in a subdivision
- Entity that provides utility service

[Signature]
Requesting Party (Signature)

11/23/11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) plat

.....
This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

11-30-11
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:

4-11130

Nov. 22, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT

1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

V3054-00-000-0001-00

[1] OWNER: HERNANDEZ, JOSE WILFREDO &
MARLA AISSA
901 E. CHAMPION
EDINBURG, TX. 78539

Telephone No. 844-9453

[7] LEGAL DESC./NAME OF SUBDIVISION
VENETIAN RANCHES LOT 1

LOCATION: 0 ALAMO & CURVE

[2] CONTRACTOR: SELF

[8] SEWAGE: INSTA

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: BRIC

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING

[10] EST. COST OF CONST.: \$320,000

[5] SIZE OF STRUCTURE: 5,725 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

[6] USE OF BUILDING: RES X-25

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY STEBACKS & REGULATION
FRONT 40' REAR 70' SIDES 6'
FINISH FLOOR ELEV 18" ABOVE CENTER LINE OF ST

FOR COUNTY USE ONLY APPLICATION FEES

OTHER _____
TOTAL AMOUNT \$30.00

Light Water

Flood Zone: NO
Panel No. /Suffix: _____ Pct: 4

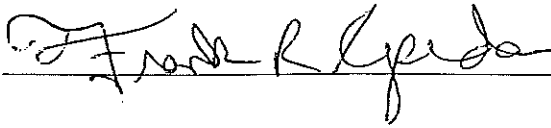
Community No.: _____

Certification of Elevation
Required: YES NO BFE

- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
- E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

 _____
Prepared by _____ Date 11-22-11

 _____
Approved by _____ Date _____

 _____
Signature of Owner or Applicant _____ Date _____

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

Charge to VJTC
GFB

122358-JM

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: December 22, 2010

Grantor: VERONICA TREVINO and spouse, MARIO PEREZ

Grantor's Mailing Address:

3612 Sycamore Drive
Edinburg, Texas 78539
Hidalgo County

Grantee: JOSE WILFREDO HERNANDEZ and wife, MARLA AISSA HERNANDEZ

Grantee's Mailing Address:

901 East Champion
Edinburg, Texas 78539
Hidalgo County

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements):

All of Lot 1, VENETIAN RANCHES, an Addition to the City of Edinburg, Hidalgo County, Texas, according to the map recorded in Volume 38, Pages 115 thru 118, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

Restrictive covenants as set out in instrument dated October 17, 2001, filed October 18, 2001 under Document Number 1018059; and amendment dated October 23, 2001, filed October 24, 2001 under Document Number 1019286; dated November 15, 2001, filed November 20, 2001 under Document Number 1027253; dated January 16, 2002, filed January 25, 2002 under Document Number 1045615 and dated January 31, 2002, filed February 8, 2002 under Document Number 1050180, all in Official Records and Volume 38, Pages 115 thru 118, Map Records of Hidalgo County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

Statutory easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 1.

Minimum floor elevations, setback lines, electrical & utility easements, general easement to North Alamo Water Supply Corporation and restrictions as shown on the map of Venetian Ranches, recorded in Volume 38, Pages 115 thru 118, Map Records of Hidalgo County, Texas.

Blanket easement and agreement in favor of Central Power & Light Company, dated March 27, 2002, recorded under Document Number 1117442, Official Records, Hidalgo County, Texas to furnish; maintain and operate underground electric cables and other facilities as may appear upon the map attached thereto.

Terms, stipulations and conditions contained in Certificate of Resolution of Hidalgo County Irrigation District No. One, dated September 20, 2001, filed July 29, 2002 under Document Number 1105777, Official Records of Hidalgo County, Texas.

Mineral and/or royalty reservation contained in deed dated May 1, 2001, filed May 22, 2001 under Document Number 972119 and dated March 23, 2004, filed April 1, 2004 under Document Number 1318014, Official Records of Hidalgo County, Texas.

Terms, stipulations and conditions contained in a Non-Drilling Agreement, dated May 1, 2001, filed May 22, 2001 under Document Number 972119, Official Records of Hidalgo County, Texas.

Any portion of the property described herein which lies within the limits or boundaries of any public or private roadway and/or highway.

Standby fees, taxes and assessments by any taxing authority for the year 2011, and subsequent years.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 Conveyance and the Exceptions to Conveyance and Warranty.

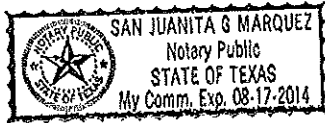
When the context requires, singular nouns and pronouns include the plural.

[Signature]
VERONICA TREVINO
[Signature]
MARIO PEREZ

STATE OF TEXAS)

COUNTY OF HIDALGO)

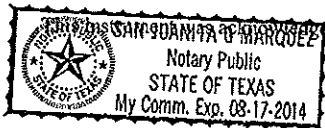
This instrument was acknowledged before me on Dec. 22nd, 2010, by VERONICA TREVINO.



[Signature]
Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS)

COUNTY OF HIDALGO)



This instrument was acknowledged before me on Dec. 20th, 2010, by MARIO PEREZ.
[Signature]
Notary Public, State of Texas
My commission expires: _____

PREPARED IN THE OFFICE OF:
LAW OFFICE OF RICHARD A. CANTU, P. C.
P. O. Box 6149
McAllen, TX 78502

File/GF No.: 5456-10/122358vite

AFTER RECORDING RETURN TO:
LAW OFFICE OF RICHARD A. CANTU, P. C.
P. O. Box 6149
McAllen, TX 78502