

PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS		
	APPLICANT	APPLICATION NO.
1.	ROLANDO MARTINEZ	1-8493
2.	MARCOS SANDOVAL	1-8494
3.	DAVID J. & JACLYNN MONTOYA	1-8352
4.	ALMA RAMOS	1-4732
5.	FEDERICO A. CABRIELES	1-8487
	COMM. COURT: DECEMBER 12, 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

Precinct 1 2 3 4

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

Application No: 18493

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: Rolando Martinez

Address: 9916 N MILE 4 W
WESLACO TX 78596

Phone: (956) 763-8103

Approved by Environmental Health:	Temporary Service	Final Service
_____	_____	_____
Inspection/Permit No: Date Approved:	Authorized Signature _____ / /	Authorized Signature _____ / /

Water Supplier: NORTH ALAMO WATER

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

Account/ESI No.: 259866-001
 Temporary Pole Permanent Service

regarding the land described as:

MILE 14 1/2 & FM 88, RESACA ESCONDIDA, LOT 25

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 7/26/05);

(verified by Gilbert Reina);

(verified by [Signature]);

(verified by [Signature]);

(verified by Gilbert Reina);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

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956-205-7049

Precinct ① 2 3 4

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

Application No: 1-8493

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: ROLANDO MARTINEZ

Address: 9916 N MILE 4 W

WESLACO TX 78596

Phone: (956) 763-8103

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

MILE 14 1/2 & FM 88, RESACA ESCONDIDA, LOT 25

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)

12/2/11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

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

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

12/07/11
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8493
Dec. 2, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

R2056-00-000-0025-00

[1] OWNER: MARTINEZ ROLANDO
9916 N. MILE 4 W.
WESLACO TX 78596
Telephone No. 763-8103

[7] LEGAL DESC./NAME OF SUBDIVISION
RESACA ESCONDIDA
LOT 25

LOCATION: 0 MILE 14 1/2 & FM 88

[2] CONTRACTOR: SELF

[8] SEWAGE: INSTA

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: OTHE

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

[10] EST. COST OF CONST.: \$140,000

[5] SIZE OF STRUCTURE: 3,125 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

[6] USE OF BUILDING: REST. X-25

Special Conditions: No construction allowed over any easements.
CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:20' SIDE:10' C.SIDE:10'
MIN. ELEV. ABOVE TO OF CURB 18"

FOR COUNTY USE ONLY
APPLICATION FEES

Prepared by [Signature] Date 12/2/11
Approved by JOMATHAN ISIDRO Date _____

OTHER _____
TOTAL AMOUNT \$30.00

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: YES NO BFE

Signature of Owner or Applicant [Signature] Date 12-2-11

- 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.

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: April 29, 2011

Grantor: GONZALES FAMILY LIMITED PARTNERSHIP, a/k/a GONZALEZ FAMILY LIMITED PARTNERSHIP, a Texas limited partnership

Grantor's Mailing Address:

GONZALES FAMILY LIMITED PARTNERSHIP
P. O. Box 4324
Brownsville, Texas 78523
Cameron County

Grantee: ROLANDO MARTINEZ, a single man

Grantee's Mailing Address:

ROLANDO MARTINEZ
310 E. Colorado
Rio Hondo, TX 78583
Cameron County

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Lot Number Twenty-five (25), RESACA ESCONDIDA SUBDIVISION, an Addition to the City of Elsa, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 48, Page 102, Map Records, Hidalgo County, Texas.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

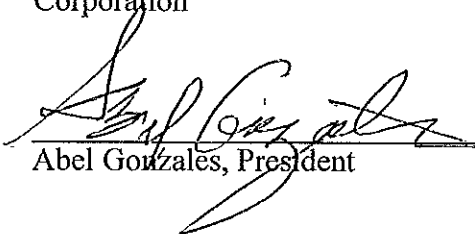
Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2011, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

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.

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

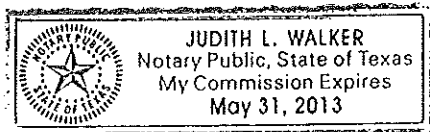
GONZALES FAMILY LIMITED PARTNERSHIP,
a Texas limited partnership, acting by and through its
general partner, G T ESTATES, INC., a Texas
Corporation

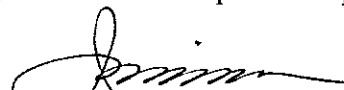

Abel Gonzales, President

STATE OF TEXAS)

COUNTY OF CAMERON)

This instrument was acknowledged before me on May 2, 2011, by Abel Gonzales, President of G T ESTATES, INC., a Texas Corporation, general partner, on behalf of GONZALES FAMILY LIMITED PARTNERSHIP, a Texas limited partnership.




Notary Public, State of Texas
My commission expires: _____

PREPARED IN THE OFFICE OF:

PAUL HEMPHILL
815 Ridgewood
Brownsville, Texas 78520
Tel: (956) 546-5596
Fax: (956) 544-7201

AFTER RECORDING RETURN TO:

ROLANDO MARTINEZ
310 E. Colorado
Rio Hondo, TX 78583



PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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1304 South 25th Street
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Mission, TX 78572
956-205-7045
956-205-7049

Precinct (1) 2 3 4

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

Application No: 1-8494

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: Alonso Sandoval

Address: 3517 Shiloh Rd
Donna, TX

Phone: 956-325-5318

Approved by Environmental Health:	Temporary Service Authorized Signature	Final Service Authorized Signature
Inspection/Permit No:		
Date Approved:	<u>1 1</u>	<u>12 16 11</u>

Water Supplier: NAWSC

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

Account/ESI No.: N/A
 Temporary Pole Permanent Service

regarding the land described as: Sunset Valley lot #10

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 9/22/08);

(verified by Gilbert Pecina);

(verified by [Signature]);

(verified by [Signature]);

(verified by Gilbert Pecina);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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Mission, TX 78572
956-205-7045
956-205-7049

Precinct 1 2 3 4

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

Application No: 1-8494

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: Marcos Sandoval

Address: 3517 St. Hwy Rd
Dorsey TX

Phone: 956-325-5318

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

Sunset Valley lot #10

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)

12-2-11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

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

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

12/5/11
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8494
Dec. 2, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

S7658-00-000-0010-00

[1] OWNER: SANDOVAL , MARCOS
3517 STITES RD.
DONNA TX 78537

[7] LEGAL DESC./NAME OF SUBDIVISION
SUNSET VALLEY LOT 10
X-44

Telephone No. 325-5318

LOCATION: 0 STITES RD. & VICTORIA

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: WOOD

[4] PURPOSE OF APPLICATION: MOBILE HOMES
44-MOBILE HOMES

[10] EST. COST OF CONST.: \$7,000

[5] SIZE OF STRUCTURE: 840 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

[6] USE OF BUILDING: RES. ZONE X

Special Conditions: No construction allowed over any easements.

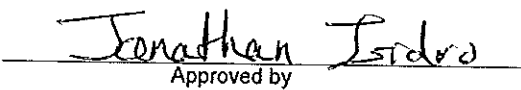
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 50' REAR 30' SIDES 6' FINISH FLOOR ELEV.
18" ABOVE CENTERLINE OF ST.

**FOR COUNTY USE ONLY
APPLICATION FEES**



Prepared by

12/2/11
Date


Approved by

11/30/11
Date

OTHER _____
TOTAL AMOUNT \$30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0450C Pct: 1

Community No.: 480334

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.


Signature of Owner or Applicant

12-2-2011
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.

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 7, 2011

Grantor: SANDOVAL DEVELOPMENT, L.P., a Texas Limited Partnership

Grantor's Address: 605 N. Main St., Suite C, Donna, Hidalgo County, TX 78537

Grantee: MARCOS SANDOVAL and wife, FRANCISCA AREVALO

Grantee's Address: 1321 Gold Street, Alamo, Hidalgo County, TX 78516

Consideration: TEN DOLLARS (\$10.00) and other good and valuable consideration and the further consideration of a Note of even date herewith which is in the principal amount of TWENTY-SIX THOUSAND FOUR HUNDRED DOLLARS (\$26,400.00), is executed by Grantee and is payable to the order of Grantor. The Note is secured by a vendor's lien retained in this deed and by a Deed of Trust of even date from Grantee to RICHARD S. TALBERT, Trustee.

Property (including any improvements): All of Lot 10, SUNSET VALLEY SUBDIVISION, an Addition to the City of Donna, Hidalgo County, Texas, according to the map recorded in Volume 55, Pages 180-182, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

1. Restrictive covenants dated December 17, 2010, filed under Document Number 2163616, Official Records and Volume 55, Pages 180-182, Map Records of Hidalgo County, Texas.
2. Statutory easements, rules, regulations and rights in favor of Donna Irrigation District Hidalgo County No. 1.
3. Minimum floor elevations, setback lines, easements and restrictions as shown on the map of Sunset Valley Subdivision, recorded in Volume 55, Pages 180-182, Map Records of Hidalgo County, Texas.
4. Easements for roads, laterals, canals, etc. as shown by instrument dated March 8, 1909, recorded in Volume 4, Page 542, Deed Records of Hidalgo County, Texas.
5. Blanket easement and agreement in favor of AEP Texas Central Company, a Texas Corporation, dated December 5, 2008, filed December 16, 2008 under Document Number 1954900 in the Official Records, Hidalgo County, Texas, to furnish, maintain and operate underground electric cables and other facilities as may appear upon the map attached thereto.
6. Mineral and/or royalty reservation contained in deed dated January 17, 1973, recorded in Volume 1349, Page 893, Deed Records of Hidalgo County, Texas.
7. Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.
8. Taxes for the year 2011 and subsequent years, the payment of which Grantee assumes.
9. This conveyance is made subject to and the Grantee herein does not assume payment of the unpaid balance of that certain indebtedness (the Prior Note) described in and secured by a Deed of Trust dated August 23, 2007, executed by SANDOVAL DEVELOPMENT, L.P., a Texas Limited Partnership, to M. V. McCarthy, Trustee, recorded on September 5, 2007, under Clerk's File No. 1802749, Official Records, Hidalgo County, Texas, but Grantor as well as any other owner and holder of Grantee's Note shall be obligated to pay any and all installments falling due thereon as and when due, and in the event of default in the payment of any such installment as and when due, then, so long as Grantee is not in default in the payment of Grantee's Note, or in default in the performance of the covenants of the Deed of Trust securing Grantee's Note, Grantee shall have the right to pay any such delinquent installment or installments on the Prior Note and to receive credit upon Grantee's Note for all sums so paid, and in such manner as Grantee shall direct, as of the date of such payment; provided further, Grantor shall be entitled to renew, extend or modify the terms of such Prior Note and all instruments securing same without the consent

of Grantee. Grantor agrees to obtain a release of such liens upon payment in full of the Note hereby secured.

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 wise belonging, to have and 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 warranty.

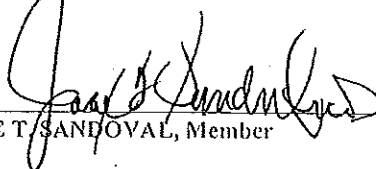
The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

WITH THE EXCEPTION OF THE WARRANTY OF TITLE SET FORTH HEREIN, GRANTOR MAKES NO REPRESENTATION OR WARRANTY TO GRANTEE WITH RESPECT TO THE PROPERTY, THE FITNESS OR CONDITION OF THE PROPERTY FOR ITS INTENDED USE, COMPLIANCE WITH APPLICABLE LAW, RULES, REGULATIONS, ORDERS OR ORDINANCES OF GOVERNMENTAL AUTHORITY OR APPLICABLE INDUSTRY CODES, ACTUAL LOCATION OF IMPROVEMENTS, OR UTILITY EASEMENTS OR UTILITY LINES OR OTHERWISE WITH RESPECT TO THE PROPERTY. THE PROPERTY IS CONVEYED IN AS-IS, WHERE-IS CONDITION

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

SANDOVAL DEVELOPMENT, L.P., a Texas Limited Partnership

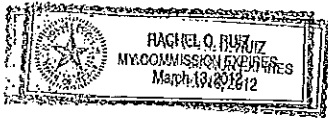
By: SANDOVAL OPERATIONS, LC, General Partner

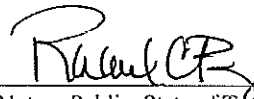
By: 
JOSE T. SANDOVAL, Member

(ACKNOWLEDGMENT)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 17th day of February, 2011, by JOSE T. SANDOVAL, Member of SANDOVAL OPERATIONS, LC, General Partner of SANDOVAL DEVELOPMENT, L.P., as the act and deed thereof.




Notary Public, State of Texas

PREPARED BY:

Law Office of Richard S. Taibert
612 S. Texas
Weslaco, TX 78596-6222
(956) 968-1578
(956) 968-0698 (Fax)

AFTER RECORDING RETURN TO:

Mr. Marcos Sandoval
Ms. Francisca Arevalo
1321 Gold Street
Alamo, TX 78516

File No. 6917



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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956-205-7049

Precinct ① 2 3 4

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

Application No: 1-8352

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: David J. & Jacquyn
Montoya.

Address: Oakhill Ranch lot #88
23517 Oak Knoll Dr.
Monte Alto, TX. 78583.

Phone: David (956) 975-9642
Jacquyn (956) 650-3417

regarding the land described as:

OAK HILL RANCH PH2 LOT 88

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	<u>1 / 1</u>	<u>11 / 20 / 2011</u>

Water Supplier: HAWSC

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

Account/ESI No.: N/A
 Temporary Pole Permanent Service

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;
- YRS 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 04/07/08);

(verified by Gilbert Pecina);

(verified by Juan);

(verified by Juan);

(verified by Gilbert Pecina);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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: 1-8352

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: David J. & Jaclynn Montoya
Address: Oak Hill Ranch Lot #88
23517 Oak Knoll Dr. Monte Alto, TX. 78583
Phone: David (956) 975-9642 Jaclynn (956) 650-3417

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

OAK HILL RANCH Ph. 2 Lot # 88

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

David Montoya
Requesting Party (Signature)

11/10/11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

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

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

12/07/11
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:

1-8352

Aug. 20, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT

1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

O0557-02-000-0088-00

[1] OWNER: MONTOYA, DAVID
7444 N. F.M 1015
MERCEDDES TX 78570

[7] LEGAL DESC./NAME OF SUBDIVISION
OAK HILL RANCH PH 2
LOT # 88
X-25

Telephone No. 565-1644

LOCATION: 0 F.M. 88

[2] CONTRACTOR: SELF

[8] SEWAGE: INSTA

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: OTHE

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

[10] EST. COST OF CONST.: \$160,000

[5] SIZE OF STRUCTURE: 2,980 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

[6] USE OF BUILDING: NEW RES ZONE X

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REG.
FRONT 100' REAR 20' SIDE 20' CORNERSIDE 30'
18" ABOVE CENTERLINE OF STREET

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.



Wednesday, August 31, 2011

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Doc# 2102294

EDWARDS ABSTRACT
G.P. # 11011-11011

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.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: March 14, 2011

Grantor: JACK MCCLILLAND, not joined herein by my spouse as the property being conveyed herein does not constitute any part of our homestead.

Grantor's Mailing Address (including county): 2614 W. Freddy Gonzalez Drive
Edinburg, Texas 78539
Hidalgo County, Texas

Grantee: DAVID J. MONTOYA AKA DAVID JOSEPH MONTOYA and wife,
JACLYN MONTOYA, aka JACLYN S. MONTOYA

Grantee's Mailing Address (including county): 7444 N. F. M. 1015
Mercedes, Texas 78570
Hidalgo County, Texas

Consideration: Cash and a note of even date executed by Grantee and payable to the order of FIRST NATIONAL BANK in the principal amount of FIFTY-ONE THOUSAND AND NO/100THS DOLLARS (\$51,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of FIRST NATIONAL BANK and by a first-lien deed of trust of even date from Grantee to MICHAEL V. MCCARTHY, Trustee.

Property (including any improvements):

Lot Eighty-eight (88), OAK HILL RANCH PHASE II, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 55, Pages 41-46, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas and other minerals, in, on, or under, or that may be produced from the above-described property, together with the right of ingress and egress to, from, and over the Property for the purpose of exploring or developing, and producing the oil, gas and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Grantor hereby reserves for Grantor and Grantor's heirs, successors, and assigns forever, all water in and under and that may be produced from the Property, together with the right of ingress

Warranty Deed
Page 1

Place your cursor on the buttons below and a description of what each button is used for will appear.

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Doc-1102194

and egress to, from, and over the Property for the purpose of exploring or developing, and producing the water in and under and that may be produced from the Property. If the water estate is subject to existing production or an existing license, this reservation includes the production, the license, and all benefits from it. Grantor hereby further reserves for Grantor and Grantor's heirs, successors, and assigns forever, all water rights appurtenant to the Property.

Restrictive covenants recorded in VOLUME 55, PAGES 41-46, MAP RECORDS, AND CLERK'S FILE NO. 1882643 and 2080709, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

All the oil, gas and other minerals, in, under or that may be produced from the land are excepted herefrom in instrument(s) dated January 14, 1974, recorded in Volume 1393, Page 821, Deed Records and dated January 24, 2006, recorded under Clerk's File No. 1572966, Official Records, Hidalgo County, Texas, and subsequent transfers thereof.

Easement and/or other rights, if any, as set forth in unfiled instrument dated January 2, 1930, recorded in Volume 325, Page 359, Deed Records, Hidalgo County, Texas.

Rights in favor of OAK HILL RANCH HOMEOWNERS ASSOCIATION to secure payment of assessments and other rights, if any, as set forth in instrument dated April 24, 2008, recorded under Clerk's File No 1882643, Official Records, Hidalgo County, Texas.

Easements, rules, regulations and rights in favor of ENGELMAN IRRIGATION DISTRICT.

Fifteen foot (15') irrigation and landscape easement along the South side and East side; One hundred foot (100') minimum setback line along the front; fifteen foot (15') minimum setback line along the rear; twenty foot (20') minimum setback line along the sides, or easement whichever is greater in all cases; as per map or plat recorded in Volume 52, Pages 161-165, Map Records, Hidalgo County, Texas.

Easements and reservations as may appear upon the recorded map and dedication of said subdivision.

Easements, or claims of easements, which are not recorded in the public records.

Taxes for the year 2011 and subsequent years.

Grantor, for valuable consideration, the receipt of which is hereby acknowledged, and subject to the reservations from, and exceptions to conveyance and warranty contained in this instrument, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold the Property to Grantee, Grantee's heirs, executors, administrators, successors, and 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 when the claim is by, through, or under Grantor but not otherwise, except as to the reservations



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Wednesday, August 31, 2011

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Doc-2193294

from, and exceptions to conveyance and warranty herein contained.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

FIRST NATIONAL BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the Note. The vendor's lien and the superior title to the Property are retained for the benefit of FIRST NATIONAL BANK and are transferred to FIRST NATIONAL BANK, without recourse on Grantor.

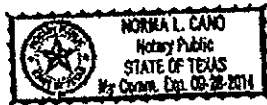
When the context requires, singular nouns and pronouns include the plural.


JACK MCCLELLAND

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 16th of March, 2011, by JACK MCCLELLAND.




Notary Public, State of Texas

AFTER RECORDING RETURN TO:
DAVID J. MONTOYA AKA
DAVID JOSEPH MONTOYA and wife,
JACLYN MONTOYA,
aka JACLYN S. MONTOYA
7444 N. F. M. 1013
Mercedes, Texas 78370

PREPARED BY:
Lewis, Monroe & Peña
Attorneys At Law
3111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539
GF#: 168129; NLC:bc

Warren Devd
Page 1



PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

Precinct No.1 Substation
1902 Joe Stephens Ave.
Westlaco, 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

Precinct 1234

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

Application No: 1-4732

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: Alma Ramos

Address: 3219 Elena St
Westlaco TX
78596

Phone: (956) 854-4990

Approved by Environmental Health:	Temporary Service Authorized Signature	Final Service <u>[Signature]</u> Authorized Signature
Inspection/Permit No:	<u> </u>	<u>47384</u>
Date Approved:	<u>1 1</u>	<u>12 1 11 2011</u>

Water Supplier: NAWSC

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

Account/ESI No.: N/A
 Temporary Pole Permanent Service

regarding the land described as:

Colonia Del Noroeste lot#251

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;
- NFS 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 12/12/11);

(verified by Gilbert Pecina);

(verified by [Signature]);

(verified by [Signature]);

(verified by Gilbert Pecina);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



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

Precinct ① 2 3 4

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

Application No: 1-4732

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: Alma Ramos

Address: 3219 Elena St
Weslaco TX 78596

Phone: (956) 854-4790

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

Colonia Del Noreste lot #251

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Alma Ramos
Requesting Party (Signature)

12/1/11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

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

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

12/1/11
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:

1-4732

Jul. 12, 2007

COUNTY OF HIDALGO
PLANNING DEPARTMENT

1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

C6760-00-000-0251-00

[1] OWNER: RAMOS, VICTOR & ALMA PATRICI
60 MEVEC CT

[7] LEGAL DESC./NAME OF SUBDIVISION
COLONIA DEL NORESTE LOT 251

BROWNSVILL TX 78520

Telephone No. 271-5900

LOCATION: 0 6W AND 9N

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: BLOC

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
C-51 NEW RESIDENTIAL

[10] EST. COST OF CONST.: \$7,500

[5] SIZE OF STRUCTURE: 1,913 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

[6] USE OF BUILDING: RESIDENTIAL

Special Conditions: No construction allowed over any easements.
FT. 25' SIDE 6' REAR 15'. MUST COMPLY WITH ALL
SETBACKS, PLATNOTES AND COUNTY REGULATION

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT \$0.00

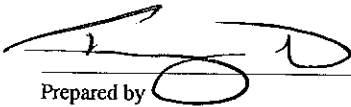
Light [X] Water [X]

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

Community No.: _____

Certification of Elevation
Required: YES NO BFE

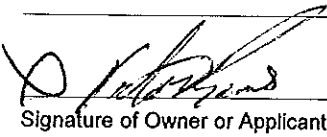
- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures 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

7/12/07
Date

Approved by _____

Date _____


Signature of Owner or Applicant

7/12/07
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.

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

Deed of Trust

Terms

Date: August 14, 2004.

Grantor: Victor Ramos and wife Alma Patricia Ramos

Grantor's Mailing Address: 60 Mevec Court, Brownsville, Cameron County, TX 78520.

Trustee: Carlos J. Garza

Trustee's Mailing Address: 161 S. Texas, Weslaco, Hidalgo County, Texas 78596.

Lender: Grace Ann Lopez Mendoza, a single woman.

Lender's Mailing Address: 1303 W. 3rd Street #20, Weslaco, Hidalgo County, Texas 78596.

Note

Date: August 14, 2004

Original principal amount: Thirteen Thousand and no/100 Dollars [\$13,000.00]

Borrower: Victor Ramos and wife Alma Patricia Ramos

Lender: Grace Ann Lopez Mendoza, a single woman.

Maturity date: August 01, 2016

Property (including any improvements):

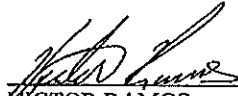
All of Lot 251, Colonia Del Noreste, Hidalgo County, Texas, according to the map recorded in Volume 23, Page 166, map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes together with all improvements situated thereon.

Prior Lien: None.

Other Exceptions to Conveyance and Warranty:

11. The term *Note* includes all extensions and renewals of the Note and all amounts secured by this deed of trust.
12. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.
13. If Grantor and Borrower are not the same person, the term *Grantor* includes Borrower.
14. Grantor and each surety, endorser, and guarantor of the Note waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.
15. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if this deed of trust is placed in the hands of an attorney for enforcement.
16. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.
17. Grantor represents that this deed of trust and the Note are given for the following purposes:

The debt evidenced by the Note is in payment of the purchase price of the Property; the debt is secured both by this deed of trust and by a vendor's lien on the Property, which is expressly retained in a deed to Grantor of even date. 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 under either of the liens without waiving the other or may foreclose under both.



 VICTOR RAMOS

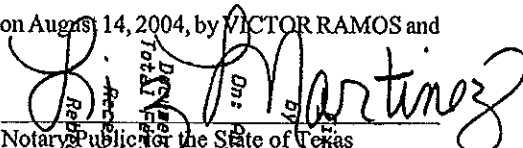


 ALMA PATRICIA RAMOS

STATE OF TEXAS §
 COUNTY OF HIDALGO §

This instrument was acknowledged before me on August 14, 2004, by VICTOR RAMOS and ALMA PATRICIA RAMOS.




 Notary Public for the State of Texas
 As a Recording Clerk
 Date: Aug 18, 2004 at 03:54p
 Document Number: 1371555
 Total Fees: 24.00
 Receipt Number - 609718
 By: Rebecca Mariscal, Deputy



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

Precinct 1 2 3 4

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

Application No: 1-8487

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: Federico A. Cabriles

Address: 2514 Alamo St
Weslaco TX 78596

Phone: 956 579 2661

Approved by Environmental Health:	Temporary Service	Final Service
_____	_____	<u>[Signature]</u>
Inspection/Permit No:	Authorized Signature	Authorized Signature
Date Approved:	<u>1 / 1</u>	<u>1204</u>
		<u>11 / 30 / 11</u>

Water Supplier: North Alamo Water Supply

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

Account/ESI No.: _____
 Temporary Pole Permanent Service

regarding the land described as: Vaquero Est. ph. 1 Lot. 47

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 6/2/11);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

Precinct No.1 Substation
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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

Precinct 02 3 4

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

Application No: 1-8487

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: Federico A Cabriedes

Address: 2514 Alamo St
Weslaco tx 78596

Phone: 956 579 2661

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

Uaquera Est. Phase # 1

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Federico A Cabriedes
Requesting Party (Signature)

11-29-11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

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

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

12/07/11
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:

1-8487

Nov. 29, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT

1902 JOE STEPHENS
TEL 968-4724

WESLACO TX 78596
FAX 447-8612

V2660-01-000-0047-00

[1] OWNER: CABRIELES FEDERICO A.

2514 ALAMO ST.
WESLACO TX 78596

Telephone No. 336-6711

[7] LEGAL DESC./NAME OF SUBDIVISION
VAQUERO EST. PH 1 LOT 47

LOCATION: 0 M 10 & M 11

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: WOOD

[4] PURPOSE OF APPLICATION: MOBILE HOMES
44-MOBILE HOMES

[10] EST. COST OF CONST.: \$44,900

[5] SIZE OF STRUCTURE: 1,191 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

[6] USE OF BUILDING: REST. ZONE X-44

Special Conditions: No construction allowed over any easements.

MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:15' SIDE:6' SIDE:6'
MIN. ELEV. ABOVE TOP OF CENTERLINE OF ST 18"

**FOR COUNTY USE ONLY
APPLICATION FEES**

OTHER _____

TOTAL AMOUNT \$30.00

Light [X]

Water [X]

Flood Zone: NO

Panel No. /Suffix: 0450C

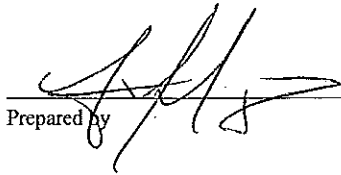
Pct: 1

Community No.: 480384

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

11/29/11
Date

JONATHAN NICKS
Approved by

11/17/11
Date

X FERRER ALCA

Signature of Owner or Applicant

11-29-11
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.

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

DEED OF TRUST

Date: November 8,2011
Grantor: Federico A Cabrieles

Grantor's Mailing Address (including county):
2514 Alamo St
Weslaco Tx
Hidalgo County, Texas

Trustee: Ricardo Lee Salinas
Trustee's Mailing Address (including county):
2011 N. Conway Ave
Mission TX 78572
Hidalgo County

Beneficiary: Beto Salinas Flores Group, L.L.C.
Beneficiary's Mailing Address (including county):

500 E. 9th Street
Mission TX 78572
Hidalgo County, Texas

Note: **Date:** November 8,2011
Amount: \$35,400.00
Maker(s): Federico A Cabrieles
Payee: Beto Salinas Flores Group, L.L.C
Last Payment Date:08-5-2031

Property (including any improvements):

LOT # 47 VAQUERO ESTATES PHASE I, as shown by the map or plat thereof filed for record in the Office of the County clerk of Hidalgo County, Texas under Clerk's File Number 2216785.

Other exceptions to Conveyance and Warranty:

SUBJECT TO lien in favor First National Bank as recorded in Deed of Trust dated November 22, 2010 and recorded as document # 2167124 in the official records of Hidalgo County, Texas.

SUBJECT TO the prior reservations of all oil, gas, and other minerals;

SUBJECT TO oil, gas and mineral leases of record;

SUBJECT TO easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instrument, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes.

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. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
3. Preserve the lien's priority as it is established in this deed of trust;
4. 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;
5. To become familiar with, and strictly comply with the Declaration of Protective Covenants (the "Covenants") applicable to the Property covered by this Deed of Trust. Grantor acknowledges receipt of a copy of such Covenants and agrees to abide by all of the provisions contained in the Covenants;
6. Grantor shall notify Beneficiary in writing of any change of address on or before ten days after changing addresses. Until such notification is received by Beneficiary, Beneficiary shall have the right to use the address stated in this Deed of Trust for purposes of sending any and all notices to Buyer.
7. Grantor shall be in default if, during the Loan application process, Grantor or any persons or entities acting at the direction of Grantor or with Grantor's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Beneficiary (or failed to provide Beneficiary with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Grantor's occupancy of the property as Grantor's principal residence.

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,
3. Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
4. If Grantor fails to perform any of Grantor's obligations, including, but not limited to, regular note payments, tax escrow payments, late charges, and lot cleanup fees, 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 sum 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 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 the highest bidder for cash with a general warranty deed binding Grantor, subject to prior liens and other exceptions to conveyance and warranty;
3. From the proceeds of the sale, pay in this order:
 - a. expenses of foreclosure.
 - 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. Proceedings 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 trusts, 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 nonusurious 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 that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt, or if the principal of the debt has been paid, refunded. This provision overrides 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:


Purpose Clause: 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 of even date given by Beto Salinas Flores Group, LLC to Grantor. This deed of trust does not waive the vendor's lien, and the two liens and the rights created by this instrument shall be cumulative. Beneficiary may elect to foreclose under either of the liens without waiving the other or may foreclose under both. The deed is incorporated into this deed of trust.

Assumption of Note: The property may be sold to a subsequent Buyer who assumes the Note, with no change in interest rate or terms; provided the subsequent Buyer obtains prior written consent from the Payee. Consent will be based on the subsequent Buyer's credit history, and shall not be unreasonably withheld. If all or any part of the Property is sold, conveyed, leased for a period longer than 3 years, leased with an option to purchase, or otherwise sold (including by contract for deed), without the prior written consent of the Payee, then the Payee may at his option declare the outstanding principal balance of the Note, plus accrued interest, to be immediately due and payable. The creation of a subordinate lien, any sale there under, any deed under threat or order of condemnation, any conveyance solely between makers, or the passage of title by reason of the death of a maker or by operation of law shall not be construed as a sale or conveyance of the Property.

Reinstatement Agreements: Grantor hereby appoints the holder of the Note hereby secured ("Holder") as Grantor's attorney-in-fact to execute reinstatement agreements from time to time to reinstate the Note as an Installment Note after Holder has accelerated the Note. Holder's authority as Grantor's attorney-in-fact is limited to execution of such reinstatement agreements. This power of attorney is coupled with an interest and may not be revoked until the Note is paid in full. Nothing in this paragraph shall obligate Holder to reinstate the Note after acceleration and the decision to reinstate the Note is wholly within Holder's discretion.

Tax Reserve or Escrow Account: At Beneficiary's option, Grantor agrees to make an initial deposit in a reasonable amount to be determined by Beneficiary and then monthly payments to a fund for taxes on the property. Monthly payments will be made on the payment dates specified in the note, and each payment will be one-twelfth of the amount that Beneficiary estimates will be required annually for payment of taxes. The fund will accrue no interest, and Beneficiary will hold it without bond in escrow and use it to pay the taxes. If Grantor has complied with the requirements of this paragraph, Beneficiary must pay taxes before delinquency. Grantor agrees to make additional deposits on demand if the fund is ever insufficient for its purpose. If an excess accumulates in the fund, Beneficiary may either credit it to future monthly deposits until the excess is exhausted or refund it to Grantor. Before Grantor makes the final payment on the note, Beneficiary will credit to that payment the whole amount then in the fund. If this deed of trust is foreclosed, any balance in the fund over that needed to pay taxes, including taxes accruing but not yet payable, will be paid under paragraph 3, "Trustee Duties". If the property is transferred, any balance then in the fund will still be subject to the provisions of this paragraph and will inure to the benefit of the transferee. Deposits to the fund described in this paragraph are in addition to the monthly payments provided for in the Note.

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

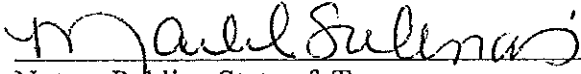


Federico A Cabrieles

ACKNOWLEDGMENT

STATE OF TEXAS }}
COUNTY OF HIDALGO }}

This instrument was acknowledged before me on November 8 ²⁰¹¹ by Federico A Cabrieles .



Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Beto Salinas Flores Group, LLC
500 E. 9th Street
Mission TX 78572

