

PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS		
	APPLICANT	APPLICATION NO.
1.	Gary Frisby, Lots 1-47, Pueblo de Palmas Phase 12	BLANKET COVER
2.	Maria Pifalo, Lots 1-2, Pifalo Subdivision	BLANKET COVER
3.	Elsonel Aguilar, Lot 8, Mandalay Bay Subdivision Phase I	4-11652
4.	Carlos Botello, Lot 73, San Cristobal Subdivision Phase I	4-11744
5.	Manuel Saenz, Lot 278, Eldora Heights Mobile Home Subdivision, Phase III	2-1217
6.	David Silva, Lot 10, Albino Rodriguez Estates	4-11713
7.	Miriam Salas, Lot 152, Eldora Heights Mobile Home Subdivision, Phase II	4-11221
COMM. COURT: August 21, 2012		



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: U/A

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: Shay, Hubby
St Francis Services
Address: P.O. Box 1000
Mission, TX.
Phone: (956) 883-1114

Approved by Environmental Health:	Temporary Service	Final Service
Inspection/Permit No:	Authorized Signature	Authorized Signature
Date Approved:	<u>1 / 1</u>	<u>Sewer</u> <u>8/8/12</u>

Water Supplier: DAUDSC

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

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

regarding the land described as:

Lots 1-47, Pueblo de Palmas Ph. 12

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;
- yes 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;
- no 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 5/1/12);

(verified by Nora D. Alvarez);

(verified by [Signature]);

(verified by [Signature]);

(verified by Nora D. Alvarez);

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: N/A

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: G&D Financial Services, L.P.

Address: P.O. Box 1000
Mission, Tx 78572

Phone: (956) 583-1114

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

Pueblo de Palmas Ph. 12 Lots 1-46

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

G&D Financial Services, L.P.

[Signature]

President

2/24/12

Requesting Party (Signature)

Date

G&D Finance Co., Inc, its sole general partner

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) Copy of plat. Also

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

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

2-1-12
Date

[Signature]
County Official



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: NIA

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: Ymaria Rojas

Address: 14554 L2. Pm 2812
Edinburg, TX. 78538

Phone: 956-373-8980

Approved by Environmental Health:	Temporary Service	Final Service
Inspection/Permit No:	Authorized Signature	Authorized Signature
Date Approved:	<u>1 / 1</u>	<u>8 / 8 / 12</u> <u>Pre-existing System</u>

Water Supplier: NAWCC

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

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

regarding the land described as:

Photo 1-2, Rojas Subdivision

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

- no A plat has been prepared; (Date approved 7-25-12);
- yes A plat has been reviewed and approved by the Commissioners Court; (verified by Nora DeArmas);
- 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; (verified by [Signature]);
- 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; (verified by [Signature]);
- yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Nora DeArmas);

[Signature]
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: N/A

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: MARIA PIFALO

Address: 14554 E. FM. 2812
EDCOUCH, TX, 78538

Phone: (956) 373-8980

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

10.0 AC. 0/0 LOT 14, Bk. 69, THE MISSOURI-TEXAS
LAND AND IRRIGATION COMPANY, H.C.T.
STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Maria Pifalo
Requesting Party (Signature)

7/3/12
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) Copy of subd. 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:

07/24/12
Date

Choree Alvarez
County Official



PLANNING DEPARTMENT

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: 4-11652

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: Elsonel Agollar

Address: 8009 Copa de Oro St

Edinburg TX.

78542.

Phone: 956-563-06-27

Approved by Environmental Health:	Temporary Service _____	Final Service 
Inspection/Permit No:	Authorized Signature _____	Authorized Signature <u>SEWER</u>
Date Approved:	<u>1 / 1</u>	<u>8 / 13 / 12</u>

Water Supplier: North.iamo. water corp.

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

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

regarding the land described as:

Mandated By COP #8.

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

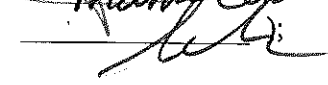
- no A plat has been prepared;
- no A plat has been reviewed and approved by the Commissioners Court;
- no water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- YES an organized sewage collection and 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;
- no 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;
- no electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 03-12-12):

(verified by Mary Cella):

(verified by ):

(verified by ):

(verified by ):

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____

Hidalgo County Clerk

Date



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Rev. 02-19-10

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Precinct 1 2 3 4 4

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

Application No: 4-11652

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: Elsonel Aguilera

Address: 8009 copa de oro st.

Edinburg TX 78542

Phone: 956-563-06-27

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

Mandafy Bay Lot #8

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Elsonel Aguilera
Requesting Party (Signature)

8-13-12
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

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

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

08/15/12
Date

[Signature]
County Official

RE: Lot 8, Mandalay Bay Phase I, recorded under Clerk's File No. 2288749, Official Records, Hid Cty Texas

NOTICE OF CONFIDENTIALITY RIGHTS

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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

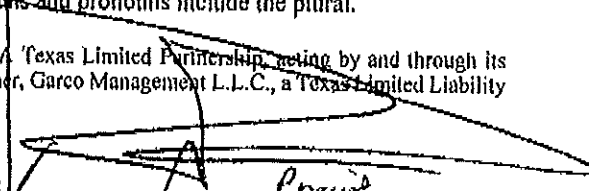
Special Warranty Deed with Vendor's Lien

1. Date: June 12, 2012
2. Grantor: Garco, Ltd., A Texas Limited Partnership
3. Grantor's Mailing Address: 3910 W. Freddy Gonzalez, Edinburg, Hidalgo County, Texas 78539
4. Grantee: ELSONEL AGUILAR DE LEON AND MARIA DEL REFUGIO CRUZ -HERNANDEZ
5. Grantee's Mailing Address: 6506 Corina Dr., Lot 19, Edinburg, Hidalgo County, Texas 78541
6. Consideration: EIGHT and No/100THS (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of NINETEEN THOUSAND FOUR HUNDRED AND NO/100THS DOLLARS (\$19,400.00) payable to the order of Grantor and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to Alan D. Monroe, Trustee.
7. Property: Lot EIGHT (8), MANDALAY BAY SUBDIVISION PHASE I, Hidalgo County, Texas, as per map or plat thereof recorded under Clerk's File No. 2288749, Official Records of Hidalgo County, Texas.
8. Reservations from and Exceptions to Conveyance and Warranty: This conveyance is made by Grantor and accepted by Grantee subject to the following, only to the extent that same exist and affect the property, to-wit:
 - A. Any and all restrictions, reservations, rights, covenants, conditions, oil and gas and/or mineral reservations and leases thereof, and easements (including, but not limited to easements for utilities, irrigation lines, high pressure gas pipe lines and Irrigation District No. 1 drainage ditch), all of the foregoing and all items listed on Exhibit "A" attached hereto and made a part hereof for all purposes.
 - B. All zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, relating to the property, or any part hereof.
 - C. Anything an on-the-ground A-1 survey would reveal.
 - D. The taxes for the year 2012 and subsequent years.
 - E. Save and Except Grantor reserves for himself and his heirs and assigns all oil, gas and other minerals in, on, under or that may be produced from the above described property, including but not limited to groundwater rights.
 - F. **Right of First Refusal.** If Grantee desires to sell or otherwise transfer any interest in the property herein described, Grantor shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. Upon Grantor's failure to meet such offer in writing within 30 days after written notice thereof from Grantor to Grantee, Grantee may sell the property to the third party in accordance with his offer.
 - G. Grantee is aware that the following is not allowed: junkyards, trash/debris and/or bars upon the property.
9. Condition of the Property: This Property is sold in its "As Is" condition as set out in Exhibit "B" hereto attached and made a part hereof for all purposes.

RE: Lot 8, Mandalay Bay Phase I, recorded under Clerk's File No. 2288749, Official Records, Hid City Texas

- 10. Prior Liens: Deed of Trust recorded under Document No. 2249152, Official Records, Hidalgo County, Texas
- 11. Granting Clause: Grantor, for valuable consideration the receipt of which is hereby acknowledged, 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 appurEIGHTances thereto in any wise belonging (continue below):
- 12. Special Warranty of Title: 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, when the claim is by, through or under Grantor, but not otherwise.
- 13. Vendor's Lien: The vendor's lien against and superior title to the Property are retained until the note described above is fully paid according to its terms, at which time this deed will become absolute.
- 14. Non-examination of Title: **NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION AS TO THE TITLE TO THIS PROPERTY.**
- 15. Miscellaneous: When the context requires, singular nouns and pronouns include the plural.
- 16. Signature:

Garco, Ltd., A Texas Limited Partnership, acting by and through its General Partner, Garco Management L.L.C., a Texas Limited Liability Company

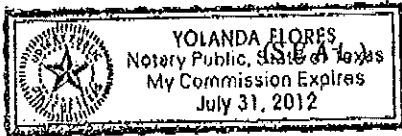
By: 
Richard A. Garza, President

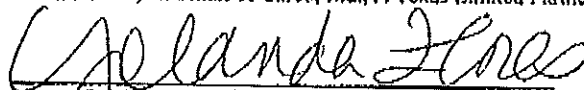
The State of Texas

County of Hidalgo

(Acknowledgment)

This instrument was acknowledged before me on the 12th day of June, 2012, by Richard A. Garza, President of Garco Management L.L.C., a Texas Limited Liability Company, General Partner, on behalf of Garco, Ltd., A Texas Limited Partnership.




Notary Public, State of Texas
My Commission Expires: 7-31-2012

After Recording Return To:

GARCO, LTD
3910 W. Freddy Gonzalez
Edinburg, Texas 78539

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11652
Jun. 27, 2012

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

M0621-00-000-0008-00

[1] OWNER: AGUILAR, ALSONEL DE LEON &
MARIA DEL REFUGIO CRUZ
6506 CORINA DR.
EDINBURG, TX. 78541
Telephone No. 563-0627

[7] LEGAL DESC./NAME OF SUBDIVISION
MANDALAY BAY LOT 8

[2] CONTRACTOR: SELF

LOCATION: 0 INGLE & KENYON

[3] WATER SYSTEM: N AL

[8] SEWAGE: PUBLI

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

[9] CONSTRUCTION TYPE: META

[5] SIZE OF STRUCTURE: 256 Sq. Ft.

[10] EST. COST OF CONST.: \$2,000

[6] USE OF BUILDING: RES.MH.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 20' . 24" ABOVE TOP OF CURB.

FOR COUNTY USE ONLY APPLICATION FEES

Prepared by [Signature] Date 06/27/12

OTHER _____
TOTAL AMOUNT \$30.00

Approved by [Signature] Date 06/25/12

Light [] Water []
Flood Zone: NO
Panel No. /Suffix: 0325 D Pct: 4
Community No.: 480334
Certification of Elevation
Required: YES NO BFE

Signature of Owner or Applicant [Signature] Date 6.27.12

- 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.



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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Precinct 1 2 3 4

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

Application No: 4-11744

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: Carlos Botello

Address: 816 pajarrillos st
Edinburg Tx.

Phone: (956) 4147470

Approved by Environmental Health:	Temporary Service _____	Final Service <u>[Signature]</u>
Inspection/Permit No:	Authorized Signature _____	Authorized Signature <u>40559</u>
Date Approved:	<u>1 / 1</u>	<u>8 / 13 / 12</u>

Water Supplier: NAWSC

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

Account/ESI No.: 266403-001
 Temporary Pole Permanent Service

regarding the land described as:

PHI
San Custobal #73 Lot # 73

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;
- no electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 12-19-05);

Maria Cepeda
(verified by [Signature]);

Robt Heron
(verified by [Signature] 8-13-12);

Robt Heron
(verified by [Signature] 8-13-12);

Marvin [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

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Precinct No.3 Substation
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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: 4-11744

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: Carlos Botello

Address: 816 pajarillos street
Edinburg TX

Phone: (956) 414-7470

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

San Cristobal # 73 fase 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

Carlos Botello
Requesting Party (Signature)

8-13-12
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

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

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

08/15/12
Date

[Signature]
County Official

WARRANTY DEED WITH VENDOR'S LIEN

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.

Date: April 3, 2006

Grantor: San Cristobal Partnership

Grantor's Mailing Address (including county):

5711 North 10th Street
McAllen, Texas 78504
Star County, Texas

Grantee: Carlos Botello and Nallely Mendoza

Grantee's Mailing Address (including county):

1623 Baccaret Street
Edinburg, Texas 78541
Hidalgo County

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount Twenty Three Thousand Five Hundred and 00/100 Dollars (\$23,500.00) and is executed by Grantee, payable to the order of San Cristobal Partnership. The note is secured by a vendor's lien retained in favor of San Cristobal Partnership in this deed and by a deed of trust of even date from Grantee to William A. Schwarz, Trustee.

Property (including any improvements):

Lot(s) 73, San Cristobal Subdivision Phase One, Hidalgo County, Texas as per the map or plat thereof on file and of record in Volume 46 , Pages 162 through 166, Map Records, Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. Mineral reservations and conveyances of record.
2. Easements of record. ,
3. Subdivision restrictions of record as instrument number 1413640, Official Records, Hidalgo County, Texas.
4. Deed of Trust filed of record as instrument number 1291542, Official Records, Hidalgo County, Texas to secure McAllen National Bank in the payment of a Real Estate Lien Note in the principal amount of \$1,213,300.00 which, including any extensions thereof, Grantor


agrees to pay as and when same becomes due and payable. If Grantee should pay the Vendor's Lien Note described herein in full, Grantor shall procure a Partial Release of such lien.

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.

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

SAN CRISTOBAL PARTNERSHIP


By: William A. Schwarz, General Partner

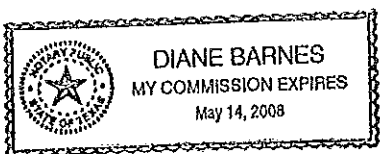
(Acknowledgment)

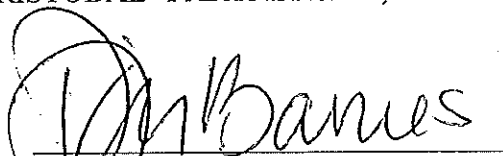
State of Texas §

§

County of Hidalgo §

This instrument was acknowledged before me on the 3rd day of April 2006, by WILLIAM A. SCHWARZ, General Partner, SAN CRISTOBAL PARTNERSHIP, a Texas partnership, on behalf of said partnership.




Notary Public, State of Texas

AFTER RECORDING RETURN TO:
San Cristobal Subdivision
5711 N. 10th Street
McAllen, Texas 78504

Chapter 232 Texas LGC Application

APPLICATION NO: 4-11744
Aug. 10, 2012

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

S0557-01-000-0073-00

[1] OWNER: BOTELLO, CARLOS & NALLELY M
816 PAJARILLOS ST.
EDINBURG, TX. 78542
Telephone No. 414-7470

[7] LEGAL DESC./NAME OF SUBDIVISION
SAN CRISTOBAL LOT 73

[2] CONTRACTOR: SELF

LOCATION: 0 107 & TOWER

[3] WATER SYSTEM: N AL

[8] SEWAGE: EXIST

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

[9] CONSTRUCTION TYPE: WOOD

[5] SIZE OF STRUCTURE: 224 Sq. Ft.

[10] EST. COST OF CONST.: \$800

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

[11] SPECIAL FLOOD HAZARD AREA: YES NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDES' 6' REAR 15'

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT \$30.00

Light [X] Water [X]

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

Community No.: 180534

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.

Don C. Camillo
Prepared by Date: 8-10-12

Rudolfo Rio
Approved by Date: 8-10-12

Nallely Mendez
Signature of Owner or Applicant Date: 8-10-12

[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

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: 2-1217

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: Manuel Saenz

Address: 904 San Miguel
San Juan TX
78589

Phone: 502 9604

Approved by Environmental Health:	Temporary Service _____	Final Service
Inspection/Permit No:	Authorized Signature _____	Authorized Signature <u>SEWEX</u>
Date Approved:	____/____/____	____/____/____

Water Supplier: N/A/W/S

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

Account/ESI No.: 2000318-001
 Temporary Pole Permanent Service

regarding the land described as:

Eldora Heights M/H Ph # 3 lot # 278

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;
- YES 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;
- NO 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 01-20-01);

(verified by Murray Cepeda);

(verified by);

(verified by);

(verified by Murray Cepeda);

Murray Cepeda
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: 2-1217

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: Manuel Saenz

Address: 904 San Miguel

San Juan TX 78589

Phone: 956 502 9604

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

Eldora Heights M/H Ph II Lot #

228

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Manuel Saenz
Requesting Party (Signature)

8/2/12
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

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

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

08/15/2012
Date

Mania Rola
County Official

DEED OF TRUST

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.

Date: October 23, 2006

Grantor: Manuel Saenz
Grantor's Mailing Address (including county):
904 San Miguel
San Juan, Texas San Juan
Hidalgo County, Texas

Trustee: John G. Phillips
Trustee's Mailing Address (including county):
P.O. Box 5848
McAllen, Texas 78502
Hidalgo County, Texas

Beneficiary: Eldora Helghts, L.L.C., a Texas Limited Liability Company
Beneficiary's Mailing Address (including county):

P.O. Box 5848
McAllen, Texas 78502

Note:

Date: October 23, 2006
Amount: Fifteen Thousand Five Hundred and 0/100 Dollars (\$15,500.00)
Maker: Manuel Saenz

Payee: Eldora Helghts, L.L.C., a Texas Limited Liability Company

Property (including any improvements):

Lot(s) 278, Eldora Helghts Mobile Home Subdivision, Phase III, as shown by the map or plat thereof recorded in Volume 44, Pages 64 and 65, 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. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease (s) dated January 28, 1982, recorded in Volume 412, Page 124, Oil and Gas Records, dated November 7, 1984, recorded in Volume 2066, Page 648, dated February 19, 1999, recorded under Document No. 764573 and dated July 26, 1999, recorded under Document No. 812491, Official Records, Hidalgo county, Texas.
12. Restrictive covenants recorded under Document No. 1292119, Official Records, Hidalgo County, Texas.
13. All the oil, gas and other minerals, in, under or that may be produced from the subject property are excepted herefrom in Instrument dated December 9, 1948, recorded in Volume 654, Page 170, Deed Records and dated March 29, 1995, recorded under Document No. 451155, Official Records, Hidalgo County, Texas.
14. Minimum building setback lines shall be: front 20 feet; side 6 feet except on lots adjacent to a street it shall be 20 feet; rear 20 feet from the lot line or easement line, whichever is greater; utility easements as shown on map of Eldora Helghts Mobile Home Subdivision, Phase III, recorded in Volume 44, Pages 64 and 65, Map Records of Hidalgo County, Texas.

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's Obligations

Grantor agrees to:

1. keep the property in good repair and condition. In the event Grantor fails to keep the Property mowed and clean, Beneficiary shall have the right, without having to first notify Grantor, to enter upon the Property, mow it, and clean up debris located on the Property. Beneficiary shall have the right to charge Grantor a Service Fee for performing such services;
2. pay all taxes and assessments on the property when due, or tax escrow payments when they are due;
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. 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. 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. deliver to Beneficiary in February of each calendar year, beginning next year, tax receipts showing all taxes for the previous year have been fully paid and satisfied and in the event Grantor fails to do so, Beneficiary, at its option, may declare a default under this deed of trust and declare the entire indebtedness hereby secured to be at once due and payable;

8: to comply, at Grantor's sole expense, with the requirements of all laws, ordinances or regulations enacted by, or issued under the authority of the United States, the State of Texas or any political subdivision or special district thereof, with regard to the installation of on-site septic systems or sanitary sewer service connections or additional water connections not presently on the property. For purposes of determining a duty under this paragraph, a written determination by any official, agency or department of the United States, the State of Texas or any political subdivision or special district thereof that the property is not in compliance with any law, ordinance or regulation shall be deemed to be conclusive of the fact, and shall entitle Beneficiary to enforce this obligation. Failure to comply with this Paragraph shall constitute an event of default under the note and this Deed of Trust which shall entitle Beneficiary, at its option, to accelerate the note and to enforce the power of sale granted in this Deed of Trust.

Beneficiary's Rights

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
3. If Grantor fails to perform any of Grantor's obligations, including, but not limited to, regular note payments, taxes on the property, tax escrow payments, late charges, and Service 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 sums from the dates of payment at the rate stated in the note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this deed of trust.
4. 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.
5. Beneficiary and Beneficiary's agents shall have the right to enter the Property at reasonable times to inspect it for compliance with Grantor's obligations.
6. In addition to all other rights granted to beneficiary, Beneficiary shall have the right (but not the duty) to enter onto the property for the purpose of performing Grantor's duty to comply with any laws, ordinances or regulations regarding the installation of on-site septic systems or sanitary sewer service connections or additional water connections not presently on the property. Beneficiary shall be reimbursed upon demand for all sums expended in the exercise of this right. All sums so expended shall bear interest at the rate stated in the note from the date of demand until payment. All sums so expended shall be secured by this deed of trust. Failure to reimburse Beneficiary shall give Beneficiary the right to accelerate the note and exercise the power of sale granted under this Deed of Trust. For Purposes of determining Beneficiary's right under this paragraph, a written determination by any official, agency or department of the United States, the State of Texas or any political subdivision or special district thereof that the property is not in compliance with any law, ordinance or regulation shall be deemed to be conclusive of the fact, and shall entitle Beneficiary to enforce this obligation. Grantor agrees to indemnify and hold Beneficiary harmless from any and all claims, suits, liabilities or damages arising from Beneficiary's exercise of Beneficiary's right under this paragraph. Grantor's interference with Beneficiary's right under this paragraph shall be an event of default under the note and this Deed of Trust which shall entitle Beneficiary, at the option, to accelerate the note and to enforce the power of sale granted under this Deed of Trust.

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 to other exceptions to conveyance and warranty;
3. from the proceeds of the sale, pay in this order:
 - a. expenses of foreclosure, including a commission to Trustee of 5% of the bid;
 - b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantor; and
 - d. to Grantor, any balance.

General Provisions

1. If any of the property is sold under this deed of trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the property will be presumed to be true.
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.
5. If any portion of the note cannot be lawfully secured by this deed of trust, payments shall be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
7. 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.
8. When the context requires, singular nouns and pronouns include the plural.
9. The term "note" includes all sums secured by this deed of trust.
10. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
11. Upon the written request of Beneficiary in Beneficiary's sole discretion at any time, Grantor agrees to create a fund or reserve for the payment of all insurance premiums and/or taxes and assessments against or affecting the Property by paying to Beneficiary, with each installment payment under the Note prior to the maturity of the Note, a sum equal to: (i) the amount authorized to be escrowed under applicable federal law; or, if no federal law is applicable to maintaining escrow accounts with respect to the Property, (ii) (a) premiums that will next become due and payable on the hazard insurance policies covering the Property, or any part thereof, (b) plus, if Beneficiary so requests, taxes and assessments next due on the Property, or any part thereof, as estimated by Beneficiary, (c) plus, if Beneficiary so requests, all sums previously advanced by Beneficiary for taxes and/or insurance on the Property, (d) less all sums paid previously to Beneficiary therefor, divided by the number of installment payments to be made before one month prior to the date when such premiums, taxes and/or assessments will become delinquent; such sums to be held by Beneficiary, without interest, unless interest is required by applicable law, for the purpose of paying such premiums, taxes and/or assessments. Any excess reserve shall be handled as required by applicable federal law, or if federal law does not govern the disposition of such excess reserve, then at the discretion of Beneficiary, such excess reserve will be credited by Beneficiary on subsequent reserve payments or subsequent payments to be made on the note. Any deficiency shall be paid by Grantor to Beneficiary as required by applicable federal law, or if federal law does not apply to maintaining escrow accounts with respect to 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.
12. Grantor has examined the Property to Grantor's complete satisfaction and knows its condition. In purchasing the Property, Grantor relies only on Grantor's examination and judgment, not on the representation of any other person as to value, future value, condition, size, age, use, or any other matter. Grantor acknowledges that in selling the Property Beneficiary makes no warranties other than title. Grantor agrees that the property

is being sold to and accepted by Grantor in its present condition, as is, where is, with all faults, if any, and without any representations or warranties whatsoever, express or implied.

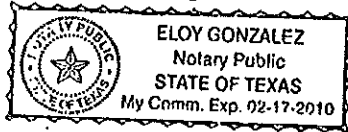
- 13. Grantor acknowledges each of the following:
 - a. That no drainage system exists other than the current configuration of the land.
 - b. That Beneficiary shall not be responsible for any further clearing or improvement of the Property.
 - c. That there have been no arrangements by Beneficiary to provide fire protection or control to the Property. Any fire hydrants located on or near the Property may or may not be functionable, depending on the governmental entity having control of fire protection in the area.
 - d. If Grantor constructs, erects, or places any permanent improvements on the Property, Grantor must pay cash for all costs of the improvements, and they will become a part of the real estate. If Grantor places a mobile home on the Property, Grantor will provide Beneficiary in writing, notification of the name and address of any party holding a lien or security interest in such mobile home. If Beneficiary forecloses under this deed of trust, all permanent improvements, including those made by Grantor, will be the Property of the purchaser at the foreclosure sale.
 - e. As part of the consideration for the execution of this Agreement, Grantor, Grantor's successors and assigns, shall indemnify and hold harmless Beneficiary, its successors and assigns, and its officers, directors, controlling persons (if any), employees, stockholders, and agents, for any losses suffered by virtue of the following: all suits, actions, claims, losses, damages, injuries, and liabilities of any character, type or description accruing, brought or made for or on account of any injuries or damages received or sustained by any person or persons or other entity or property arising out of or occasioned by the deceptive, fraudulent, or ordinary or grossly negligent acts or omissions of Grantor, or any other type of litigation involving Grantor.
- 14. If Grantor and Maker are not the same person, the term "Grantor" shall include Maker.
- 15. The debt evidenced by the Note is in part 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 Grantee of even date. 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.
- 16. If Grantor transfers any part of the property without Beneficiary's prior written consent, Beneficiary may declare the debt secured by this deed of trust immediately payable. In that event Beneficiary will notify Grantor that the debt is payable; if it is not paid within 20 days after notice to Grantor, Beneficiary may without further notice or demand to Grantor invoke any remedies provided in this instrument for default. Exceptions to this provision for declaring the note due on sale or transfer are limited to the following: (a) creation of a lien or encumbrance subordinate to this deed of trust; (b) creation of a purchase-money security interest for household appliances; (c) transfer by devise, descent, or operation of law on the death of a joint tenant; and (d) grant of a leasehold interest of three years or less without an option to purchase.

MANUEL SAENZ
MANUEL SAENZ

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 23 day of October, 2006, by MANUEL SAENZ.



[Signature]
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

EH 1278

Eldora Heights, L.L.C.
P.O. Box 5848
McAllen, Texas 78502

Software by ReMerge-IT Co.
(956) 630-9401
Sales@ReMerge-IT.com

Chapter 232 Texas LGC Application

APPLICATION NO:

2-1217

Jul. 12, 2010

COUNTY OF HIDALGO
PLANNING DEPARTMENT

1304 S. 25th Ave
TEL 318-2840

EDINBURG TX 78539
FAX 318-2844

E5038-03-000-0278-00

[1] OWNER: SAENZ, MANUEL

[7] LEGAL DESC./NAME OF SUBDIVISION
ELDORA HEIGHTS #3 LOT 278

904 SAN MIGUEL
SAN JUAN, TX.

Telephone No. 502-9604

LOCATION: 0 EARLING & C. CHAVEZ

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: BLOC

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

[10] EST. COST OF CONST.: \$1,400

[5] SIZE OF STRUCTURE: 900 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

[6] USE OF BUILDING: RES B

Special Conditions: No construction allowed over any easements.

MUST COMPLY WITH ALL COUNTY SETBACKS & REGUL
FRONT 20" REAR 20" SIDES 6" FINISH FLOOR OF ELEV
18" ABOVE TOP OF CURB.

FOR COUNTY USE ONLY
APPLICATION FEES

Ana L Villareal
Prepared by

7/12/10
Date

OTHER _____
TOTAL AMOUNT \$30.00

Light [X] Water [X]

Jonathan Osorio
Approved by

6/29/10
Date

Flood Zone: MI Panel No. /Suffix: 04250 Pct: 2

Community No.: 480334

Certification of Elevation
Required: ___ YES NO ___ BFE

Manuel Saenz
Signature of Owner or Applicant

7/12/10
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.



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: 4-11713

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 Silva

Address: 4121 E. Trenton Rd
Edinburg Tx, 78542

Phone: 956-498-3082

Approved by Environmental Health:	Temporary Service _____	Final Service
Inspection/Permit No:	Authorized Signature _____	Authorized Signature <u>SEWER</u>
Date Approved:	<u>1 / 1</u>	<u>8 / 10 / 12</u>

Water Supplier: N. A. W. S.

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

Account/ESI No.: _____
 Temporary Pole Permanent Service

regarding the land described as:

Albino Rodriguez Est. L-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;
- yes 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;
- no 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 03-23-12);

(verified by Maria Cerda);

(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

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956-205-7049

Precinct 1 2 3 4

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

Application No: 4-11713

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 Silva

Address: 4121 E. Trenton Rd.

Edinburg Tx. 78542

Phone: 956-498-3082

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

Albino Rodriguez Est. 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

David Silva
Requesting Party (Signature)

8/8/12
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

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

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

08/15/12
Date

[Signature]
County Official

1177265

CHARGE SIERRA TITLE
WARRANTY DEED
STCDN/GF# 95187 CONFORMS TO TEXAS STATE BAR FORM 2251 rev. 10-85

Date: February 28, 2003

Grantor: RAMON LLAMAS and wife, MARIA E. LLAMAS

Grantor's Mailing Address (including county): 238 Dorris DR.
Grand Prairie, TX 75051
Dallas County

Grantee: DAVID SILVA and wife, IRMA SILVA

Grantee's Mailing Address (including county): RR. 11, Box 283-C
Edinburg, Texas 78539
Hidalgo County

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

Property (including any improvements):
Lot 10, ALBINO RODRIGUEZ ESTATES, Hidalgo County, Texas according to map thereof recorded in
Volume 19, Page 104, Map Records of Hidalgo County, Texas.

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

Restrictions recorded in Volume 1598, Page 639, Deed Records of Hidalgo County, Texas and recorded in
Volume 2226, Page 930, Official Records of Hidalgo County, Texas.

Water Service Agreement dated July 1, 1976, between North Alamo Water Supply Corporation and Albino
Rodriguez recorded in Volume 1495, Page 947, Deed Records of Hidalgo County, Texas.

A ten foot (10') Utility Easement along the rear of subject property as shown on plat recorded in Volume 19,
Page 104, Map Records of Hidalgo County, Texas.

Easements, rights, rules, and regulations in favor of Hidalgo County Irrigation District No. 2.

All visible easements.

Oil and Gas Lease dated December 17, 1981, from Harold E. Brehm et al., to Hankey Oil Company recorded
in Volume 411, Page 411 Oil and Gas Lease Records of Hidalgo County, Texas.

Oil and Gas Lease dated February 2, 1982, from Albino R. Rodriguez and wife, Maria M. Rodriguez, to
David E. Honeycutt recorded in Volume 412, Page 398, Oil and Gas Lease Records of Hidalgo County, Texas.

Oil and Gas Lease to Samson Lone Star Limited Partnership filed under Clerk's File Nos. 660818, 660819,
664198, 664199, 664200, 669249, 677192, 680149, 797838, 797839, 797843, 797848, 797849, 810426, 812151,
812153, 812154, 815491, 815492, 815493, 815494, 815495, 815496, 815497, 815498, 815499, 815500, 818235,
820470, 826549, 829390 and 838080.

All oil, gas, and other minerals reserved in Deed recorded in Volume 813, Page 146, Deed Records of Hidalgo
County, Texas.

Ramon Llamas
RAMON LLAMAS

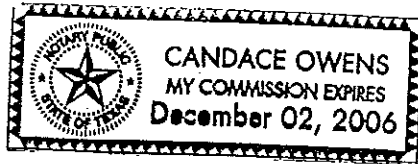
Maria E. Llamas
MARIA E. LLAMAS

(Acknowledgment)

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on the 3rd MARCH day of ~~February~~, 2003, by RAMON LLAMAS and wife, MARIA E. LLAMAS.

Candace Owens Owens



Notary Public, State of Texas
Notary's name (printed):
My commission expires:

Filed for Record in:
Hidalgo County
by J. D. Salinas, III
County Clerk

On: Mar 13, 2003 at 09:06A

As a Recording

Document Number: 1177265
Total Fees: 16.00

Receipt Number - 483887

By:
Anna Maria Muniz, Deputy

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11713
Jul. 26, 2012

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

A2500-00-000-0010-00

[1] OWNER: SILVA, DAVID & IRMA

[7] LEGAL DESC./NAME OF SUBDIVISION
ALBINO RODRIGUEZ ESTATE LOT 10

RR 11 BOX 283C
EDINBURG, TX 78539-9326

Telephone No. 498-3082

[2] CONTRACTOR: SELF

LOCATION: 0 TRENTON & R. LONGORIA

[3] WATER SYSTEM: N A L

[8] SEWAGE: PUBLI

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

[9] CONSTRUCTION TYPE: WOOD

[5] SIZE OF STRUCTURE: 1,021 Sq. Ft.

[10] EST. COST OF CONST.: \$20,000

[6] USE OF BUILDING: RES.ZONE-B

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE'S 6' REAR 15' FINISH FLOOR OF ELEV.
18" NATURAL GROUND.

FOR COUNTY USE ONLY APPLICATION FEES

Flora Castillo 7-26-12
Prepared by Date

Edgar Esidoro 7-26-12
Approved by Date

Irma Irma David Silva 7-26-12
Signature of Owner or Applicant Date

OTHER _____
TOTAL AMOUNT \$30.00
Light [X] Water [X]
Flood Zone: NO 0425C Pct: 4
Panel No. /Suffix: _____
Community No.: 4900334
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.

[NOTICE]

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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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956-318-2844

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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: 4-11221

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
Inspection/Permit No:	Authorized Signature	Authorized Signature
Date Approved:	<u>1 / 1</u>	<u>Electricity Only</u> <u>8 / 13 / 12</u>

Name: Miriam Salas

Address: 412 S. Jenica

San Juan Tx

78589

Phone: (956) 460-8440

Water Supplier: DAWOSC

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

Account/ESI No.: 266321001

Temporary Pole Permanent Service

regarding the land described as:

Eldon Heights M-H Lot #152

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

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

(Date approved 08-13-02)

(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

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Precinct No.3 Substation
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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: 4-11221

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: Miriam Salas
Address: 412 S. Jenico
San Juan Tx. 78589
Phone: (956) 460-8440

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

Eldora Heights M-H Plat Lot #152

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 Miriam Salas
Requesting Party (Signature) X 6-20-12
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:

6-20-12
Date

Raul E. Sesin
County Official

1446677

W/W

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

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.

Date: February 22, 2005

Grantor: Eldora Heights, L.L.C., a Texas Limited Liability Company
Grantor's Mailing Address:
P.O. Box 5848
McAllen, Texas 78502

Grantee: MIRIAM SALAS
First Grantee's Social Security Number: 467-61-5792

Grantee's Phone Number: (956) ~~784-5848~~ 460-8440
Grantee's Mailing Address (including county):
412 S. JENICA
San Juan, Texas 78589
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Thirteen Thousand Five Hundred Dollars and No Cents (\$13,500.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to John G. Phillips, Trustee.

Property (including any improvements):

Lot(s) 152, Eldora Heights Mobile Home Subdivision, Phase II, as shown by the map or plat thereof recorded in Volume 41, Pages 111 through 114, Map Records, Hidalgo County, Texas

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, all oil, gas, and other minerals in, on, or under, or that may be produced from the Property, and there is also hereby reserved unto Grantor, Grantor's successors and assigns, (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property.

Reservations from and 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 which shall be paid by Grantee 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. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease (s) dated November 7, 1984, recorded in Volume 2066, Page 648, and dated December 27, 1986, recorded in Volume 2397, Page 922, both in the Official Records of Hidalgo County, Texas.
12. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease (s) dated February 16, 1999, recorded as Document Number 764574, and unitized in Instrument dated December 11, 1999, recorded Document Number 888450, both in the Official Records of Hidalgo County, Texas.
13. Restrictive covenants recorded as Document Number 1158409 in the Official Records of Hidalgo County, Texas.
14. Easement for right of way granted to Hidalgo County Irrigation District No. 2 recorded in Volume 2352, Page 76, Official Records, Hidalgo County, Texas.
15. The Minimum floor elevation shall be 18" above the top of curb measured at the front center of each lot.
16. Minimum building setback lines shall be: front 20 feet; side 6 feet except on lots adjacent to a street it shall be 20 feet; rear 20 feet from the lot line or easement line, whichever is greater; utility easements as shown on map of Eldora Heights Mobile Home Subdivision, Phase II, recorded in Volume 41, Pages 111-114, Map Records of Hidalgo County, Texas.

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, when the claim is by, through, or under Grantor, but not otherwise.

By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

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

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

Eldora Heights, L.L.C., a Texas Limited Liability Company

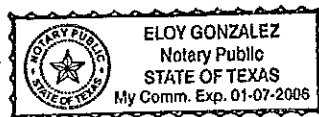
BY: [Signature]
John G. Phillips, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 22 day of February, 2005, by John G. Phillips, President, President of Eldora Heights, L.L.C., a Texas Limited Liability Company on behalf of said Texas Limited Liability Company.

[Signature]
Notary Public, State of Texas



AFTER RECORDING RETURN TO:

Eldora Heights, L.L.C.
P.O. Box 5848
McAllen, Texas 78502

Filed for Record in:
Hidalgo County
by J. D. Salinas, III
County Clerk
On: Mar 15, 2005 at 11:14A
As a Recording
Document Number: 1446577
Total Fees : 15.00
Receipt Number - 655679
By: Anna Maria Muniz, Deputy

Chapter 232 Texas LGC Application

APPLICATION NO:

4-11221

Jan. 11, 2012

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

E5038-02-000-0152-00

[1] OWNER: SALAS, MIRIAM

412 S. JENICA
SAN JUAN, TX 78589-9801

Telephone No. 309-8873

[7] LEGAL DESC./NAME OF SUBDIVISION

ELDORA HEIGHTS PH II

LOT #152

5/30/3/NA/MVT168046-001/F

LOCATION: 0 ELDORA & C. CHAVEZ

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: WOOD

[4] PURPOSE OF APPLICATION: NEW RESIDENCE

25- RESIDENTIAL NEW SINGLE DWELLING

[10] EST. COST OF CONST.: \$18,000

[5] SIZE OF STRUCTURE: 1,260 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES

NO

Special Conditions: No construction allowed over any easements.

MUST COMPLY WITH ALL COUNTY, STATE, CITY, FEMA
REGULATIONS FRONT-20' REAR-20' SIDES-6'

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER

TOTAL AMOUNT \$30.00

Light [X]

Water [X]

Flood Zone: NO

Panel No. /Suffix: 480334

Pct: 2

Community No.: 0425 C

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 [Signature]

Date 1-11-12

Approved by [Signature]

Date 1-10-12

Signature of Owner or Applicant [Signature]

Date 1-11-12

[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.

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