

TO BE FILLED IN PERSONALLY
BY SELLER OR BORROWER IN HIS OWN HANDWRITING
INDEMNITY AND AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION
USE SEPARATE FORM FOR EACH PARTY

File Number: 785565

SUBJECT PROPERTY: A 3.49 acre tract of land out of Lot Fifteen (15), Section Two Hundred Forty-five (245), TEXAS-MEXICAN RAILWAY COMPANY' S SURVEY, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 16, Map Records, Hidalgo County, Texas, said tract more particularly described by metes and bounds as follows:

BEGINNING at a cotton picker spindle set on the West line of Lot 15 and in the centerline of Doolittle Road for the Southwest corner of the Roman Vera, Jr. Tract (a 4.85 acre tract out of Lots 9, 10, 15 and 16, Section 245, Texas-Mexican Railway Company' s Survey, according to Deed without Warranty recorded under County Clerk' s Document Number 1229613, Official Records, Hidalgo County, Texas), and the Northwest corner of this tract, said spindle bears South 09 degrees 05 minutes West, 40.00 feet from the Northwest corner of Lot 15;

THENCE, South 80 degrees 55 minutes East, along the South line of the Roman Vera, Jr. Tract, passing a 1/2 inch iron rod with cap stamped RPLS 4856 found at 30.00 feet for the East right of way line of Doolittle Road, a total distance of 358.00 feet to a 1/2 inch iron rod with cap stamped RPLS 4856 set for the Northeast corner of this tract;

THENCE, South 09 degrees 05 minutes West, a distance of 424.47 feet to a 1/2 inch iron rod with cap stamped RPLS 4856 set for the Southeast corner of this tract;

THENCE, North 80 degrees 55 minutes West, passing a 1/2 inch iron rod with cap stamped RPLS 4856 set at 328.00 feet for the East right of way line of Doolittle Road, a total distance of 358.00 feet to a cotton picker spindle set on the West line of Lot 15 and in the centerline of Doolittle Road for the Southwest corner of this tract;

THENCE, North 09 degrees 05 minutes East, along the West line of Lot 15 and the centerline of Doolittle Road, a distance of 424.47 feet to the POINT OF BEGINNING and CONTAINING 3.49 acres of land, more or less.

STATE OF TEXAS
COUNTY OF HIDALGO

Before me, the undersigned authority on this day personally appeared Ramon Garcia, as County Judge of Hidalgo County, Texas, personally known to me or proved to me through identity card or other document to be the person whose name is subscribed hereto and upon his oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him and that the marital status of affiant has not changed since the day of acquisition of said property and represents to the purchaser and/or Lender in this transaction that there are:

1. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise except the following:

Secured Party	Approximate Amount
_____	_____
_____	_____
_____	_____

2. No loans or liens (including Federal or State Liens and Judgment Liens) and no unpaid governmental or association or assessments of any kind on such property except the following:

Creditor	Approximate Amount
_____	_____
_____	_____
_____	_____

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied.

4. No parties are in possession other than affiant, except as follows:

*To be filled in if a sale -*The Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations). Seller's U.S. employer identification number (or social security number) is:_____. Seller's address (office address, if seller is an entity; home address if seller is an individual) is: **P. O. Box 1356, Edinburg, Texas 78540**. This affidavit may be disclosed to the Internal Revenue Service and is furnished to Buyer to inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code.

INDEMNITY: I AGREE TO PAY ON DEMAND TO THE PURCHASERS AND/OR LENDER IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL

LIENS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART THEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME, KNOWN BY ME, OR HAVE AN INCEPTION DATE PRIOR TO THE CONSUMMATION OF THIS TRANSACTION.

I realize that the purchaser and/or Lender in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and would not purchase same or lend money thereon unless said representations were made. If Seller or Borrower is an entity, I have authority to sign on its behalf.

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County Judge

Sworn to and subscribed before me this _____ day of July, 2013.

Notary Public in and for the State of Texas

*Note: This form is to be filled in and signed by seller in case of sale. If no sale, it is to be filled in and signed by the owner-borrower. If there is any new construction, the contractor must also join in this form or fill in and sign a separate one.
*If seller is a non-resident alien, foreign corporation, etc., call your manager or Legal Department.

NOTE TO BUYER: Buyer must retain until end of fifth taxable year following taxable year of transfer and must file with the Internal Revenue Service if required by regulation or otherwise.

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