

AFFIDAVIT AS TO DEBTS AND LIENS

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

GF # 134098

BEFORE ME, the undersigned authority, on this day, personally appeared the undersigned (hereinafter called Affiant) (whether one or more) and each on his oath, deposes and says, as follows:

- 1. Affiant is the owner of the following described property, to-wit:

Being a 10.00 (435,600,910 sq.ft) acre tract of land out of Tract 84, SAN SALVADOR DEL TULE GRANT, according to the map recorded in Volume 10, Pages 58-60, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes, said 10.00 acres (435,600.910 sq.ft) also being more particularly described by metes and bounds as follows:

COMMENCING at a found half inch (1/2) iron rod, located at the intersection of the North right-of-way line of F.M. Road 1017 and the Southeast corner of Brewster Elementary Campus, Thence South 55 degrees 35 minutes 15 seconds East, along the North right-of-way line of said F.M. 1017, a distance of 52.32 feet to a half inch (1/2) iron rod, set for the point of beginning and the Southwest corner of this tract of land;

THENCE, North 34 degrees, 22 minutes, 32 seconds East, parallel with the East line of Brewster Elementary Campus, a distance of 1080.12 feet to a set half (1/2) inch iron rod for the Northwest corner of this tract of land;

THENCE, South 55 degrees, 35 minutes, 15 seconds East, at a right angle from the previous call a distance of 50.12 feet to a half inch (1/2) iron rod found for the Northeast corner of this tract of land;

THENCE, South 13 degrees, 05 minutes, 37 seconds East, a distance of 705.17 feet to a half inch (1/2) iron rod found for an exterior corner of this tract of land;

THENCE, South 34 degrees, 24 minutes, 00 seconds West, a distance of 428.77 feet to a half inch (1/2) iron rod found for the Southeast corner of this tract of land;

THENCE, North 55 degrees, 35 minutes, 15 seconds West, along the North line of a 2.00 acre tract a distance of 319.83 feet to a half inch (1/2) iron rod found for an interior corner of this tract of land;

THENCE, South 34 degrees, 24 minutes, 45 seconds West, along the West line of said 2.00 acre tract, a distance of 175.00 feet to a half inch (1/2) iron rod found at

the Southwest corner of said 2.00 acre tract and the North right-of-way line of said F.M. Road 1017, being an exterior corner of this tract of land;

THENCE, North 55 degrees, 35 minutes, 15 seconds West, along the North right-of-way line of said F.M. Road 1017, a distance of 249.53 feet to the POINT OF BEGINNING.

2. Affiant is desirous of selling the above described property and has requested **Valley Land Title Co.**, agent for **Chicago Title Insurance Company**, to issue a title policy guarantying the title of same to his purchaser.

3. In connection with the issuance of such policy, Affiant makes the following statement of facts:

- a. That Affiant owes no past due Federal or State taxes and that there are no delinquent Federal assessments presently existing against Affiant, and that no Federal or State Liens have been filed against Affiant.
- b. That there are no delinquent State, County, City, School District, Water District or other governmental agency taxes due or owing against said property and that no tax suit has been filed by any State, County, Municipal Water District or other governmental agency for taxes levied against said property.
- c. All labor and material used in the construction of improvements or repairs, if any, on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or repairs, if any, or the property upon which same are situated, and Affiant hereby declares that all sums of money due for the erection of improvements or repairs, if any, have been fully paid and satisfied and there are no Mechanic's or Materialmen's liens against the hereinabove property.
- d. That no paving assessments or lien has been filed against the hereinabove described property, and Affiant owes no paving charges.
- e. That there are no judgment liens filed against Affiant.
- f. That there are no suits pending against Affiant in Federal or State Court.
- g. That Affiant knows of no adverse claim to the hereinabove described property and that so far as Affiant knows there are no encroachments or boundary conflicts.
- h. That there are no outstanding home improvements loans, recorded or unrecorded, except as follows:

- i. That Affiant has not heretofore sold, contracted to sell or conveyed any part of said property other than in connection with this sale.
- j. No unpaid debts for electric or 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 statements, security agreement or otherwise except the following:

Secured Party	Approximate Amount
_____	_____
_____	_____

- k. No loans of any kind on such property except the following:

Creditor	Approximate Amount
_____	_____
_____	_____

- 4. Affiant recognizes that but for the making of the hereinabove statements of fact relative the hereinabove described property **Valley Land Title Co.** would not issue a title policy on said property and that such statements have been made as a material inducement for the issuance of such policy.

Witness my hand this ____ day of _____, 2013.

EDINBURG CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT

By: _____
 Juan Palacios, Jr., President of the Board of
 Trustees

SWORN TO AND SUBSCRIBED BEFORE ME, by the said Juan Palacios, Jr., President of the Board of Trustees of Edinburg Consolidated Independent School District, on behalf of Edinburg Consolidated Independent School District, at McAllen, Hidalgo County, Texas, this ____ day of _____, 2013.

NOTARY PUBLIC STATE OF TEXAS

THE STATE OF TEXAS §
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This instrument was acknowledged before me on this ____ **day of** _____, 2013, by Juan Palacios, Jr., President of the Board of Trustees of Edinburg Consolidated Independent School District, on behalf of Edinburg Consolidated Independent School District.

NOTARY PUBLIC STATE OF TEXAS