



# Power of Attorney to Transfer Motor Vehicle

Texas Department of Motor Vehicles

- No alterations allowed
- Complete all sections online or on printed form
- Print in blue or black ink, signature must be in blue or black ink

This is to certify that I, HIDALGO COUNTY  
Type or Print Legal Name of Owner: First Middle Last (and suffix, if any)

of the County of HIDALGO

and the State of Texas, owner of the following described motor vehicle, do make, constitute and appoint:  
OLD AMERICAN COUNTY MUTUAL FIRE INSURANCE COMPANY

Type or Print Legal Name: First Middle Last (suffix, if any)

of the County of ROCKWALL and the State of TX, my true and lawful attorney,

for me and in my name, place and stead to title, and to allow my attorney the authority to substitute, as it pertains to the motor vehicle described as follows:

Year	Make	Body Style	Model	License Plate Number
2010	FORD	TRUCK	F-150	
Vehicle Identification Number 1FTEX1C83AKE03288			Title / Document Number	

This completed and signed form grants my attorney full power and authority to do and perform all and every act necessary to transfer and assign the legal title to the motor vehicle described, or to purchase and apply for a title to anyone who my attorney may substitute.

**NOTE:** This form must be properly completed before it is an acceptable document. The power of attorney cannot be granted to the selling or buying dealer, an employee of the dealer, or relative of the dealer, unless the vehicle is exempt from the odometer disclosure law (i.e., the year model is ten or more years old, the carrying capacity exceeds 18,000 lbs., or the vehicle is not self-propelled). This form may be used in a dealer sale if a disinterested third party is appointed. A disinterested third party is defined as an individual with no relationship to the dealer or dealership.

If a Power of Attorney is used to apply for title, initial registration, or a certified copy of title, the person(s) signing must include a photocopy of their photo identification, as required by state law.

I further certify that the current odometer reading is \_\_\_\_\_ miles and to the best of my  
(No Tenths)

knowledge the odometer reading is the **ACTUAL** mileage of the vehicle unless one of the following statements is checked:

1. The mileage stated is in **EXCESS** of its mechanical limits.
2. The odometer reading is **NOT** the actual mileage. **WARNING - ODOMETER DISCREPANCY**

HIDALGO COUNTY  
Type or Print Legal Name of Owner: First Middle Last (suffix, if any)

Signature of Owner

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date \_\_\_\_\_

**State law makes falsifying information on this application a third-degree felony.**

PROPERTY DAMAGE RELEASE AND SETTLEMENT AGREEMENT

Claim Number 2014-TXE07530 Date of Loss 05/30/2014

"Claimant" shall collectively mean (HIDALGO COUNTY) and his/her respective heirs, executors, administrators, personal representatives, successors and assigns. "Defendants" shall collectively mean (LUIS ALBERTO PRIETO GARZA ), Endeavor General Agency, LLC, and Old American County Mutual Fire Insurance Company and their respective heirs, spouses, executors, administrators, personal representatives, agents, servants, employees, officers, directors, shareholders, insurers, representatives, subsidiaries, parent companies, associated entities, attorneys, successors and assigns.

In consideration of \$20,957.84, Claimant hereby releases and forever discharges Defendants from any and all past, present, or future claims for any and all property related damages sustained to his/her vehicle that Claimant has or claims to have, arising out of the incident which occurred on or about 05/30/2014 in MISSION County, Texas, (hereinafter referred to as "the Occurrence").

Claimant understands and agrees that this property damage settlement is not be considered an admission by any party hereto of any liability or wrongdoing, but rather the compromise of disputed claim. Defendants expressly deny any liability or wrongdoing.

Claimant understands and agrees that this settlement is a full release and discharge of claims and/or causes for property damages related to his/her vehicle 2010 FORDF150 Vin#1FTEX1C83AKE03288 including but not limited to rental car expenses, storage expenses, wrecker expenses, attorneys' fees, exemplary damages, prejudgment and post-judgment interest, court costs or other expenses of litigation, and claims for any other element of loss or damage to his/her vehicle recoverable under law.

FOR THE AFORESAID CONSIDERATION, CLAIMANT WAIVES ANY RIGHTS HE/SHE MAY HAVE TO ASSERT IN THE FUTURE REGARDING ANY CLAIMS RELATED TO PROPERTY DAMAGE (ARISING FROM THE OCCURRENCE) NOT NOW KNOWN OR SUSPECTED EVEN THOUGH, IF SUCH CLAIMS WERE KNOWN, SUCH KNOWLEDGE WOULD MATERIALLY AFFECT THE TERMS OF THIS SETTLEMENT AGREEMENT AND/OR CLAIMANT'S DECISION TO SETTLE.

Claimant warrants that he/she is the sole owner of the claims which he/she has asserted arising from the Occurrence and that such claims have not been assigned, encumbered or transferred in any way.

This settlement agreement contains the entire agreement between Claimant and Defendants with regard to the matters set forth herein. There are no other understandings or agreements, verbal or otherwise, between the parties. The terms of this agreement are contractual and not mere recitals.

This instrument shall be construed and interpreted in accordance with the laws of the State of Texas.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT

EXECUTED this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
[CLAIMANT]

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me, who, being duly sworn upon oath stated that he/she is over the age of eighteen (18), that he is of sound mind and fully competent to make this affidavit and acknowledgment; that the statements contained in the foregoing release and settlement agreement are within his personal knowledge and are true and correct, and that he executed the foregoing instrument for the purposes and consideration therein expressed.

\_\_\_\_\_  
Claimant  
SUBSCRIBED AND SWORN TO before me, and given under my hand and seal of office, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

Upon sale of this vehicle, the purchaser must apply for a new title within 20 working days unless the vehicle is purchased by a dealer. Until a new title is issued, the vehicle record will continue to reflect the owner's name listed on the current title. SEE BACK OF TAB FOR ADDITIONAL INFORMATION.

# 37975 ✓



HIDALGO COUNTY  
2812 S CLOSNER BLVD  
EDINBURG, TX 78539-6243

JUL 06 2010  
0.3:00m

0182515



TEXAS CERTIFICATE OF TITLE



TEXAS DEPARTMENT OF MOTOR VEHICLES

VEHICLE IDENTIFICATION NUMBER: **1FTEX1C83AKE03288**  
 YEAR MODEL: **2010**  
 MAKE OF VEHICLE: **FORD**  
 BODY STYLE: **PK**  
 TITLE/DOCUMENT NUMBER: **10830940344081823**  
 DATE TITLE ISSUED: **06/25/2010**  
 MODEL: **1/2**  
 MFG. CAPACITY IN TONS: **5000**  
 WEIGHT: **1097145**  
 LICENSE NUMBER: **PHILPOTT MOTORS LTD PHIL PORT NECHES T**  
 PREVIOUS OWNER: **OWNER**  
 ODOMETER READING: **16**

HIDALGO COUNTY  
2812 SOUTH CLOSNER BLVD  
EDINBURG, TX 78539

ACTUAL MILEAGE  
EXEMPT

X \_\_\_\_\_  
SIGNATURE OF OWNER OR AGENT MUST BE IN INK

UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE.

DATE OF LIEN	1ST LIENHOLDER	1ST LIEN RELEASED	DATE
NONE			
DATE OF LIEN	2ND LIENHOLDER	2ND LIEN RELEASED	DATE
DATE OF LIEN	3RD LIENHOLDER	3RD LIEN RELEASED	DATE

IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS.

RIGHTS OF SURVIVORSHIP AGREEMENT  
WE, THE PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR(S).

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
 SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
 SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Whenever you sell or trade in a vehicle, be sure to **protect yourself by filing the Vehicle Transfer Notification online** at [www.TxDMV.gov](http://www.TxDMV.gov). The notification removes your responsibility for anything the buyer might do with the vehicle. It's free!

**You ONLY have 30 days to submit the Vehicle Transfer Notification from the date you sell or trade in the vehicle to remove your liability.**

Always remember to "Protect your title, Texas." For more information, go to [www.TxDMV.gov](http://www.TxDMV.gov) and enter "Protect your title" into the search field.

<b>WHEN VEHICLE IS SOLD, TITLE HOLDER MUST ASSIGN AND FURNISH THIS TITLE, CURRENT LICENSE RECEIPT, AND SIGNED APPLICATION FOR TITLE (FORM 130-U) INDICATING DATE OF SALE AND SALES PRICE TO THE PURCHASER WHO MUST FILE APPLICATION WITH COUNTY TAX ASSESSOR-COLLECTOR WITHIN 20 WORKING DAYS TO AVOID PENALTY.</b>				
ASSIGNMENT OF TITLE	<b>FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.</b>			
	The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address: Name of Purchaser _____ Street _____ City _____ State _____ Zip _____ I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked: <input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> 2. The odometer reading is not the actual mileage. <b>WARNING - ODOMETER DISCREPANCY.</b> ODOMETER READING (No Tenths) _____ Date of Sale _____ Signature of Seller/Agent _____ Printed Name (same as signature) _____ I am aware of the above odometer certification made by the seller/agent. Signature of Buyer/Agent _____ Printed Name (same as signature) _____			
FIRST REASSIGNMENT DEALER ONLY	The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address: Name of Purchaser _____ Street _____ City _____ State _____ Zip _____ I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked: <input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> 2. The odometer reading is not the actual mileage. <b>WARNING - ODOMETER DISCREPANCY.</b> ODOMETER READING (No Tenths) _____ Date of Sale _____ Dealer No. _____ Dealer's Name _____ Agent's Signature _____ Printed Name (same as signature) _____ I am aware of the above odometer certification made by the seller/agent. Signature of Buyer/Agent _____ Printed Name (same as signature) _____			
	The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address: Name of Purchaser _____ Street _____ City _____ State _____ Zip _____ I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked: <input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> 2. The odometer reading is not the actual mileage. <b>WARNING - ODOMETER DISCREPANCY.</b> ODOMETER READING (No Tenths) _____ Date of Sale _____ Dealer No. _____ Dealer's Name _____ Agent's Signature _____ Printed Name (same as signature) _____ I am aware of the above odometer certification made by the seller/agent. Signature of Buyer/Agent _____ Printed Name (same as signature) _____			
SECOND REASSIGNMENT DEALER ONLY	The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address: Name of Purchaser _____ Street _____ City _____ State _____ Zip _____ I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked: <input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> 2. The odometer reading is not the actual mileage. <b>WARNING - ODOMETER DISCREPANCY.</b> ODOMETER READING (No Tenths) _____ Date of Sale _____ Dealer No. _____ Dealer's Name _____ Agent's Signature _____ Printed Name (same as signature) _____ I am aware of the above odometer certification made by the seller/agent. Signature of Buyer/Agent _____ Printed Name (same as signature) _____			
	The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address: Name of Purchaser _____ Street _____ City _____ State _____ Zip _____ I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked: <input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> 2. The odometer reading is not the actual mileage. <b>WARNING - ODOMETER DISCREPANCY.</b> ODOMETER READING (No Tenths) _____ Date of Sale _____ Dealer No. _____ Dealer's Name _____ Agent's Signature _____ Printed Name (same as signature) _____ I am aware of the above odometer certification made by the seller/agent. Signature of Buyer/Agent _____ Printed Name (same as signature) _____			
THIRD REASSIGNMENT DEALER ONLY	The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address: Name of Purchaser _____ Street _____ City _____ State _____ Zip _____ I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked: <input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> 2. The odometer reading is not the actual mileage. <b>WARNING - ODOMETER DISCREPANCY.</b> ODOMETER READING (No Tenths) _____ Date of Sale _____ Dealer No. _____ Dealer's Name _____ Agent's Signature _____ Printed Name (same as signature) _____ I am aware of the above odometer certification made by the seller/agent. Signature of Buyer/Agent _____ Printed Name (same as signature) _____			
	The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address: Name of Purchaser _____ Street _____ City _____ State _____ Zip _____ I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked: <input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> 2. The odometer reading is not the actual mileage. <b>WARNING - ODOMETER DISCREPANCY.</b> ODOMETER READING (No Tenths) _____ Date of Sale _____ Dealer No. _____ Dealer's Name _____ Agent's Signature _____ Printed Name (same as signature) _____ I am aware of the above odometer certification made by the seller/agent. Signature of Buyer/Agent _____ Printed Name (same as signature) _____			
LIEN	LIENHOLDER TO BE RECORDED AND SHOWN ON NEW TITLE: 1ST LIEN IN FAVOR OF (NAME & ADDRESS) _____			