

A. Settlement Statement

U.S. Department of Housing
and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. FHA 2. FmHA 3. Conv Unins
4. VA 5. Conv Ins. 6. Seller Finance
7. Cash Sale.

6. File Number
158080

7. Loan Number

8. Mortgage Ins Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.*)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower:

Hidalgo County
Administration Building
100 E. Cano, 2nd Floor
Edinburg, TX 78539

E. Name & Address of Seller

Michael Luis Garcia and Melissa A. Garcia
3713 Caballote Street
Edinburg, TX 78542

F. Name & Address of Lender

G. Property Location

Los Mirasoles Subdivision No. 2, Lot 15, 0.18 ac, Hidalgo County
3713 Caballote
Parcel 3
Edinburg, TX 78539

H. Settlement Agent Name

Valley Land Title Co.
6013 N. 10th Street
McAllen, TX 78504 Tax ID: 20-4064406
Underwritten By: Chicago Title Insurance Company

I. Settlement Date

3/1/2019
Fund:

J. Summary of Borrower's Transaction

K. Summary of Seller's Transaction

100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract Sales Price	\$13,991.00	401. Contract Sales Price	\$13,991.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	\$1,310.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City property taxes		406. City property taxes	
107. County property taxes		407. County property taxes	
108. Annual assessments		408. Annual assessments	
109. School property taxes		409. School property taxes	
110. Water District Taxes		410. Water District Taxes	
111. HOA Dues		411. HOA Dues	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	\$15,301.00	420. Gross Amount Due to Seller	\$13,991.00

200. Amounts Paid By Or in Behalf Of Borrower

201. Deposit or earnest money		501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. Payoff of first mortgage to loan	
205.		505. Payoff of second mortgage to loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	

Adjustments for items unpaid by seller

210. City property taxes		510. City property taxes	
211. County property taxes		511. County property taxes	
212. Annual assessments		512. Annual assessments	
213. School property taxes		513. School property taxes	
214. Water District Taxes		514. Water District Taxes	
215. HOA Dues		515. HOA Dues	
216.		516.	
217.		517.	
218.		518.	
219.		519.	

220. Total Paid By/For Borrower

	\$0.00	520. Total Reduction Amount Due Seller	\$0.00
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300. Cash At Settlement From/To Borrower

	\$15,301.00	600. Cash At Settlement To/From Seller	\$13,991.00
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302. Less amounts paid by/for borrower (line 220)

	\$0.00	602. Less reductions in amt. due seller (line 520)	\$0.00
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303. Cash From Borrower

	\$15,301.00	603. Cash To Seller	\$13,991.00
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Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services;

• Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(e) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.

The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

The information requested does not lend itself to confidentiality.

L. Settlement Charges

700. Total Sales/Broker's Commission based on price	\$13,991.00	@ % =	\$0.00	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of Commission (line 700) as follows:					
701.	to				
702.	to			\$0.00	\$0.00
703.	Commission Paid at Settlement				
704.	The following persons, firms or				
705.	corporations received a portion				
706.	of the real estate commission amount				
707.	shown above:				
800. Items Payable in Connection with Loan					
801.	Loan Origination Fee	%	to		
802.	Loan Discount	%	to		
803.	Appraisal Fee		to		
804.	Credit Report		to		
805.	Lender's Inspection Fee		to		
806.	Mortgage Insurance Application		to		
807.	Assumption Fee		to		
900. Items Required by Lender To Be Paid in Advance					
901.	Interest from	3/1/2019	to	4/1/2019 @ \$0/day	
902.	Mortgage Insurance Premium for months		to		
903.	Hazard Insurance Premium for years		to		
1000. Reserves Deposited With Lender					
1001.	Hazard insurance		months @	per month	
1002.	Mortgage insurance		months @	per month	
1003.	City property taxes		months @	per month	
1004.	County property taxes		months @	per month	
1005.	Annual assessments		months @	per month	
1006.	School property taxes		months @	per month	
1007.	Water District taxes		months @	per month	
1008.	HOA Dues		months @	per month	
1011.	Aggregate Adjustment				
1100. Title Charges					
1101.	Settlement or closing fee		to		
1102.	Abstract or title search		to		
1103.	Title examination		to		
1104.	Title insurance binder		to		
1105.	Document preparation		to	Law Office of Richard A. Cantu, P.C.	\$200.00
1106.	Notary fees		to		
1107.	Attorney's fees		to		
	(includes above items numbers:)	
1108.	Title insurance		to	Valley Land Title Company	\$267.00
	(includes above items numbers:)	
1109.	Lender's coverage		\$0.00/\$0.00		
1110.	Owner's coverage		\$13,991.00/\$267.00		
1111.	Escrow fee		to	Valley Land Title Company	\$700.00
1112.			to		
1113.	Tax Service Fee		to	Hidalgo County Property Tax Service	\$55.00
1200. Government Recording and Transfer Charges					
1201.	Recording Fees	Deed \$48.00 ; Mortgage ; Rel		to Valley Land Title Company	\$48.00
1202.	City/county tax/stamps	Deed ; Mortgage		to	
1203.	State tax/stamps	Deed ; Mortgage		to	
1204.	Aff of Id			to Valley Land Title Company	\$40.00
1300. Additional Settlement Charges					
1301.	Survey		to		
1302.	Pest Inspection		to		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)					\$1,310.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

Hidalgo County

By: Richard F. Cortez, County Judge Michael Luis Garcia

Melissa A. Garcia

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Settlement Agent _____ Date _____
Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

INDEMNITY AND AFFIDAVIT AS TO DEBTS AND LIENS

(Seller Or Owner-Borrower)

GF# 158080

SUBJECT PROPERTY: PARCEL NO. 3

A 0.18 OF AN ACRE TRACT OF LAND OUT OF LOT 15, LOS MIRASOLES SUBDIVISION NO.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 46, PAGE 53, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1447812, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF LOT 15, AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; SOUTH 81 DEGREES 28 MINUTES 09 SECONDS EAST, ALONG THE NORTH LINE OF LOT 15, A DISTANCE OF 75.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; SOUTH 08 DEGREES 31 MINUTES 51 SECONDS WEST, A DISTANCE OF 105.60 FEET TO A 1/2" IRON ROD FOUND ON THE SOUTH LINE OF LOT 15 FOR THE SOUTHEAST CORNER OF THIS TRACT;

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NOTE: The company does not represent that the above acreage or square footage calculations are correct.

STATE OF TEXAS

COUNTY OF HIDALGO

Before me, the undersigned authority, on this day personally appeared the Undersigned (Owner-Borrower) personally known to me to be the person(s) whose names(s) is/are subscribed hereto and upon oath deposes and represents to the purchaser and/or lender in this transaction that there are:

1. No unpaid debts for taxes, 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:

Creditor	Approximate Amount
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NONE

2. No loans or liens (including federal or state liens and judgment liens) of any kind on such property except the following:

Creditor	Amount
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NONE

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are 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, except the following:

NONE

INDEMNITY: I/WE 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 HEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME/US, KNOWN TO ME/US, OR HAVE AN INCEPTION DATE PRIOR TO THE CLOSING OF THIS TRANSACTION.

I/we realize that the purchaser and/or lender and the title company 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 therein unless said representations were made.

Michael Luis Garcia

Melissa A. Garcia

SWORN AND SUBSCRIBED TO BEFORE ME by Michael Luis Garcia and wife, Melissa A. Garcia on March _____, 2019.

Notary Public, State of Texas

VALLEY LAND TITLE COMPANY, LTD.
612 W. Nolana Ave. Suite 570
McALLEN, TEXAS 78504
(956) 687-7763
FAX (956) 217-3190

ACCEPTANCE OF TITLE POLICY EXCEPTIONS

GF NO. 158080

Gentlemen:

We agree that the Owner's Title Policy you are to issue covering:

PARCEL NO. 3

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will be on the usual Texas form which contains the following printed exceptions:

1. Restrictive covenants affecting the land described or referred to on Schedule B of the Title Commitment as Volume 46, Pages 53-55, Map Records of Hidalgo County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, any encroachments, or any overlapping of improvements.
3. Standby fees and taxes for the year 2019 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership.

and that the policy to be issued on this particular transaction will contain the following special exceptions:

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

Minimum floor elevations, setback lines; existing 75 foot drainage easement, and restrictions as shown on the map of Los Mirasoles Subdivision No. 2, recorded in Volume 46, Pages 53-55, Map Records of Hidalgo County, Texas and as shown on survey prepared by Alfonso Quintanilla, R.P.L.S. No. 4856, dated August 14, 2018, Job No. Parcel 3.

Easement for roadways, canals, drainage ditches, laterals, etc. in favor of Alamo Land & Sugar Company as shown by instrument dated December 9, 1916, recorded in Volume 57, Page 577-578, Deed Records of Hidalgo County, Texas.

Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated March 4, 1999, by and between Hidalgo County Irrigation District No. 2, as Lessor, and Samson Lone Star Limited Partnership, as Lessee, recorded on May 13, 1999, in Document Number 773520 and Correction filed November 2, 1999 under Document Number 819759, Official Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument,

and the Company makes no representation as to ownership or holder of such interest(s).

Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated July 28, 1999, by and between Cesar Torteya and wife, Raquel Murillo Torteya, as Lessor, and Samson Lone Star Limited Partnership, as Lessee, recorded on September 20, 1999, in Document Number 808077 Official Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to ownership or holder of such interest(s).

Terms, stipulations and conditions contained in Declaration of Unit as set forth in instrument dated December 11, 1999, filed July 14, 2000 under Document Number 888450 and Second Correction filed December 18, 2001 under Document Number 1034317, Official Records of Hidalgo County, Texas.

Mineral and/or royalty reservation contained in deed dated April 17, 1952, recorded in Volume 748, Page 341 and dated December 18, 1950, recorded in Volume 707, Page 152, Deed Records of Hidalgo County, Texas.

Title to the herein described mineral interest not checked subsequent to date of aforesaid instrument.

Mineral and/or royalty reservation contained in deed dated January 13, 2005, filed March 17, 2005 under Document Number 1447812, Official Records of Hidalgo County, Texas.

Title to the herein described mineral interest not checked subsequent to date of aforesaid instrument.

All water rights reserved as shown by instrument dated January 13, 2005, filed March 17, 2005 under Document Number 1447812, Official Records of Hidalgo County, Texas.

Rights of parties in possession. (Owner's Policy Only)

4. Lien or liens created or assumed in conjunction with this transaction, if any.
5. Rights of parties in possession.

Since the title company examines only the record title and does not actually see the property, we hereby waive inspection by the title company of this property and accept our policy subject to the rights of parties in possession. We agree that it is our responsibility to inspect said premises and to obtain possession of it from the present occupants, if any.

OWNER:

Hidalgo County

By:

Richard F. Cortez, County Judge

Date: March 1, 2019

NOTIFICATION OF TAXING AUTHORITIES

GF# 158080

RE: PARCEL NO. 3

A 0.18 OF AN ACRE TRACT OF LAND OUT OF LOT 15, LOS MIRASOLES SUBDIVISION NO.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 46, PAGE 53, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1447812, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

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NOTE: The company does not represent that the above acreage or square footage calculations are correct.

Please be advised that tax statements will continue to be sent to the previous owner. In order for tax statements to be sent to you, upon receipt of the recorded Warranty Deed which is mailed to you directly from our office, you need to take it to the following office so that they can change their records accordingly:

Hidalgo County Appraisal District
4405 South Professional Drive (West of Bert Ogden on Trenton Road)
Edinburg, Texas 78539
WWW.HIDALGOAD.ORG
(956) 381-8466

This information will also need to be given to any Water District which affects the property.

PLEASE NOTE THAT IT IS THE NEW OWNERS RESPONSIBILITY TO NOTIFY THE APPRAISAL DISTRICT AND WATER DISTRICT OF THE CHANGE OF OWNERSHIP. FAILURE TO DO SO MAY RESULT IN PENALTY AND INTEREST CHARGES BEING ADDED TO YOUR TAX STATEMENTS FOR LATE PAYMENT.

The undersigned hereby acknowledges receipt of this notice on March 1, 2019.

BUYER:

Hidalgo County

By: _____
Richard F. Cortez, County Judge

BUYER'S ACCEPTANCE OF DEED

The undersigned Buyer hereby accepts and consents to the form of Deed attached hereto including, but not limited to, the provision(s) concerning title exceptions contained therein, and acknowledges that same is in conformity with Buyer's intent, and the terms and provisions of same shall control in the event of any conflict of the contract Buyer has signed regarding the property described in the attached Deed.

BUYER:

Hidalgo County

By:

Richard F. Cortez, County Judge

DATED: March 1, 2019

WAIVER OF INSPECTION

PLEASE SIGN & RETURN THIS WAIVER

GF NO: 158080

TO: VALLEY LAND TITLE COMPANY, LTD.

AGENT FOR: Chicago Title Insurance Company

Gentlemen:

I/We, Hidalgo County have this day purchased from Michael Luis Garcia and Melissa A. Garcia, (if married spouse should join in Deed) the following described property in Hidalgo County, Texas, to-wit:

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I/We waive inspection and hereby accept a policy showing the exception "Right of Parties in Possession".

EXECUTED on **March 1, 2019**

BUYER:

Hidalgo County

By:

Richard F. Cortez, County Judge

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

DATE: March 1, 2019
TO: Michael Luis Garcia and Melissa A. Garcia; AND Hidalgo County
FROM: VALLEY LAND TITLE COMPANY, LTD.
PROPERTY:
PARCEL NO. 3

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This is to give you notice that VALLEY LAND TITLE COMPANY, LTD. has a business relationship with HIDALGO COUNTY PROPERTY TAX SERVICE. The shareholders of VALLEY LAND TITLE COMPANY, LTD. composes a majority of the shareholders of HIDALGO COUNTY PROPERTY TAX SERVICE. Because of this relationship, this referral may provide VALLEY LAND TITLE COMPANY, LTD. a financial or other benefit. HIDALGO COUNTY PROPERTY TAX SERVICE is contracted to obtain tax information and guarantee taxes to VALLEY LAND TITLE COMPANY, LTD. on all real estate related closings.

HIDALGO COUNTY PROPERTY TAX SERVICE will charge \$55.00 for the first tax account and \$20.00 for each additional tax account from the various taxing authorities, plus tax. THERE MAY BE OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES OR YOU MAY SECURE TAX CERTIFICATES FROM THE VARIOUS TAXING AUTHORITIES ON YOUR OWN AND DELIVER THEM TO VALLEY LAND TITLE COMPANY, LTD. THE NORMAL FEE PAID TO EACH TAXING AUTHORITY IS \$10.00 FOR EACH TAX ACCOUNT AND THERE ARE USUALLY 2 TO 4 TAXING AUTHORITIES TAXING YOUR PROPERTY. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

I/WE HAVE READ THIS DISCLOSURE FORM, AND UNDERSTAND THAT VALLEY LAND TITLE COMPANY, LTD. IS REFERRING ME/US TO HIDALGO COUNTY PROPERTY TAX SERVICE AND MAY RECEIVE A FINANCIAL OR OTHER BENEFIT AS THE RESULT OF THIS REFERRAL.

I _____ prefer to use HIDALGO COUNTY PROPERTY TAX SERVICE _____ PREFER TO OBTAIN TAX CERTIFICATES ON MY OWN AND AGREE TO DELIVER THE SAME TO VALLEY LAND TITLE COMPANY, LTD. PRIOR TO CLOSING.

SELLER:

BUYER/BORROWER:
Hidalgo County

Michael Luis Garcia _____ By: _____
Richard F. Cortez, County Judge

Melissa A. Garcia

Nonforeign Affidavit—Individual

Date: March 1, 2019

Transferor: Michael Luis Garcia and Melissa A. Garcia,

Transferor's Office Address: 3713 Caballote Street
Edinburg, Hidalgo County, TX 78542

Transferor's U.S. Taxpayer Identification Number: 463-63-5903

Transferee: Hidalgo County

Property: PARCEL NO. 3

A 0.18 OF AN ACRE TRACT OF LAND OUT OF LOT 15, LOS MIRASOLES SUBDIVISION NO.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 46, PAGE 53, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1447812, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF LOT 15, AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; SOUTH 81 DEGREES 28 MINUTES 09 SECONDS EAST, ALONG THE NORTH LINE OF LOT 15, A DISTANCE OF 75.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; SOUTH 08 DEGREES 31 MINUTES 51 SECONDS WEST, A DISTANCE OF 105.60 FEET TO A 1/2" IRON ROD FOUND ON THE SOUTH LINE OF LOT 15 FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE; NORTH 81 DEGREES 28 MINUTES 09 SECONDS WEST, ALONG THE SOUTH LINE OF LOT 15, A DISTANCE OF 75.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF LOT 15, AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; NORTH 08 DEGREES 31 MINUTES 51 SECONDS EAST, ALONG THE WEST LINE OF LOT 15, A DISTANCE OF 105.60 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.18 OF AN ACRE OF LAND, MORE OR LESS.

NOTE: The company does not represent that the above acreage or square footage calculations are correct.

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform Transferee that withholding of tax is not required on my disposition of a U.S. real property interest, I swear on oath that the contents of this affidavit are true.

I am not a nonresident alien for purposes of U.S. income taxation.

I understand that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement I have made here could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this affidavit and to the best of my knowledge and belief it is true, correct, and complete.

Michael Luis Garcia

Melissa A. Garcia

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on March _____, 2019 by Michael Luis Garcia.

AFFIDAVIT OF MARITAL STATUS

Date: March 8, 2019
Affiant: Michael Luis Garcia
Property: PARCEL NO. 3

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NOTE: The company does not represent that the above acreage or square footage calculations are correct.

Date of Acquisition: March 17, 2005

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. My full legal name is as set forth above and I am over the age of eighteen years.
2. I currently reside at 3713 Caballero St., Edinburg, TX 78542
3. I acquired title to the Property on the Date of Acquisition.
4. *Marital status on Date of Affidavit*

- I am unmarried.
 I am married to Melissa A. Garcia, Current Spouse, which marriage took place on _____ (Insert date of marriage to Current Spouse.)

5. *Marital status on Date of Acquisition*

- I was unmarried.
 I was married to my Current Spouse.
 I was married to (Insert name of spouse on Date of Acquisition, if other than current spouse).

6. *Marital status from Date of Acquisition to Date of Affidavit*

- I have remained unmarried from Date of Acquisition through Date of Affidavit.
 I have remained married to my Current Spouse from Date of Acquisition through Date of Affidavit.
 I married my Current Spouse on the date shown in #4 above, and we have remained married to each other from then through Date of Affidavit.
 Other marriages (give details for all):
 I was married to (Insert name of previous spouse #1), which marriage terminated by death divorce on (Insert date of death or divorce from previous spouse #1).
 I was married to (Insert name of previous spouse #2), which marriage terminated by death divorce on (Insert date of death or divorce from previous spouse #2).
 I was married to (Insert name of previous spouse #3), which marriage terminated by death divorce on (Insert date of death or divorce from previous spouse #3).

7. I have no marriages, from and including Date of Acquisition to and including Date of Affidavit, other than those set out above. During that time, I did not agree to marry any person, nor represent to others that such a marriage existed, nor live together with any person as if married.

8. Anyone concerned with title to the Property may rely on these statements.
9. I agree to indemnify and hold Chicago Title Insurance Company, Underwriter, and its Agent harmless from any loss or expense, including reasonable attorney fees, resulting from false or incorrect information in this affidavit.

Michael Luis Garcia

SIGNED under oath before me on March _____, 2019.

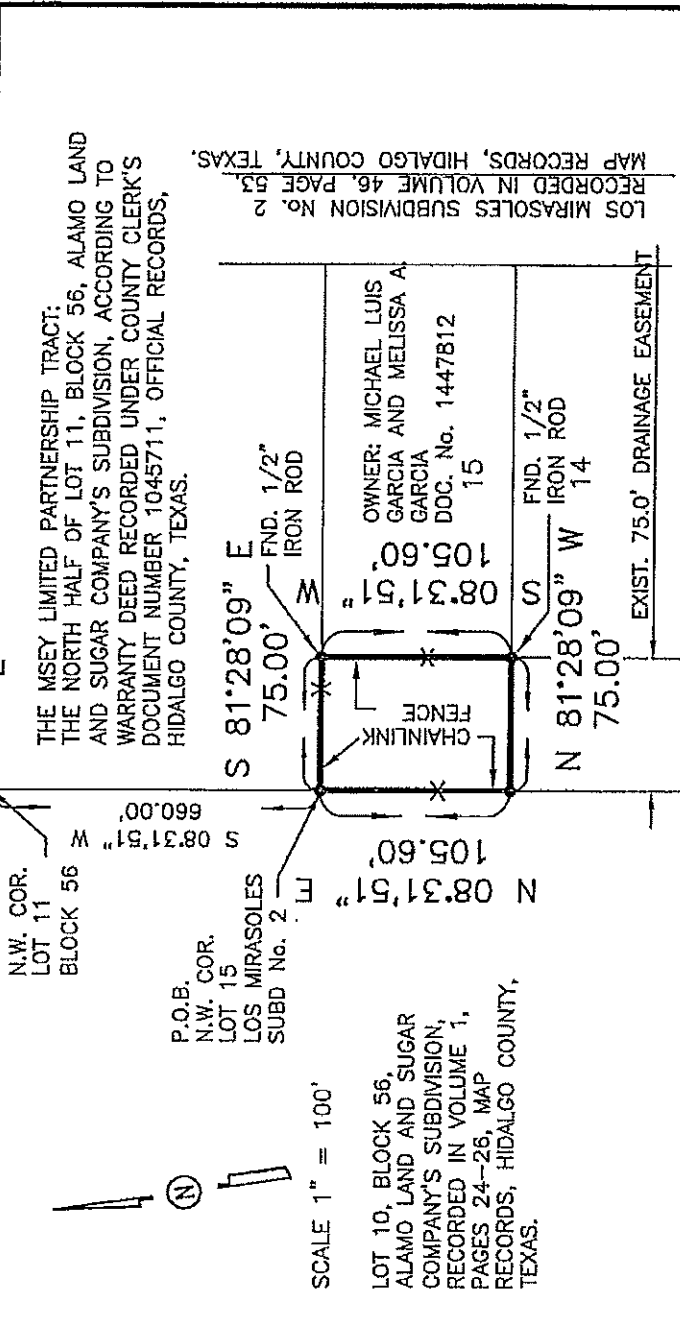
Notary Public – State of Texas

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on March _____, 2019 by Michael Luis Garcia.

Notary Public – State of Texas

WISCONSIN ROAD



THE MSEY LIMITED PARTNERSHIP TRACT:
THE NORTH HALF OF LOT 11, BLOCK 56, ALAMO LAND
AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO
WARRANTY DEED RECORDED UNDER COUNTY CLERK'S
DOCUMENT NUMBER 1045711, OFFICIAL RECORDS,
HIDALGO COUNTY, TEXAS.

LOS MIRASOLES SUBDIVISION No. 2
RECORDED IN VOLUME 46, PAGE 53
MAP RECORDS, HIDALGO COUNTY, TEXAS.

SCALE 1" = 100'

LOT 10, BLOCK 56,
ALAMO LAND AND SUGAR
COMPANY'S SUBDIVISION,
RECORDED IN VOLUME 1,
PAGES 24-26, MAP
RECORDS, HIDALGO COUNTY,
TEXAS.

NOTE:
● = SET 1/2" x 24"
IRON ROD WITH
PLASTIC CAP
STAMPED RPLS 4856
UNLESS OTHERWISE NOTED.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 TRENTON DRAIN PHASE III
PARCEL No. 3 FEE SIMPLE
OWNER: MICHAEL LUIS GARCIA AND MELISSA A. GARCIA
TAKING: 7,920.00 S.F.

ABBREVIATIONS
D.D.E.: DRAIN DITCH EASEMENT
H.C.I.D. No. 2: HIDALGO COUNTY IRRIGATION DISTRICT No. 2

PLAT SHOWING

A 0.18 OF AN ACRE TRACT OF LAND OUT OF LOT 15, LOS MIRASOLES SUBDIVISION No. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 46, PAGE 53, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER DOCUMENT NUMBER 1447812, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FLOOD ZONE DESIGNATION: ZONE "B"
AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

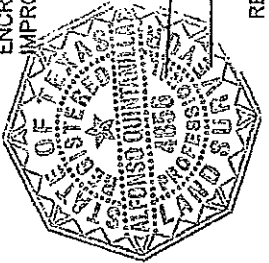
COMMUNITY-PANEL NUMBER 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982

SCHEDULE B PARAGRAPH 10
EASEMENT FOR ROADWAYS, CANALS, DRAINAGE DITCHES, LATERALS, ETC., IN FAVOR OF ALAMO LAND & SUGAR COMPANY, RECORDED IN VOLUME 57, PAGE 577-578, DEED RECORDS, HIDALGO COUNTY, TEXAS.
(APPLY-BLANKET)

BEARINGS SHOWN ARE IN ACCORDANCE WITH LOS MIRASOLES SUBDIVISION No. 2 RECORDED IN VOLUME 46, PAGE 53, MAP RECORDS, HIDALGO COUNTY, TEXAS.

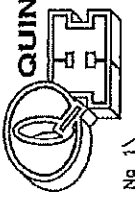
THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION. THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, OR SHORTAGES IN AREA ON BOUNDARY LINES, OR ANY VISIBLE ENCROACHMENTS, OR ANY VISIBLE OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT.

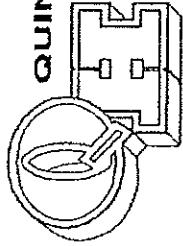


Alfonso Quintanilla
ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856

VOL. 24, PAGE 53
SURVEYED AUGUST 14, 2018
ADDRESS
OWNER H.C.I.D. No. 1
G.F. No. 158080
Z:\data\PROJECTS\2-HIDALGO COUNTY\H.CDD No 1\ ON CALL SURVEYING SERVICES 2017-2018\Proposal No.6 Trenton Drain Phase III



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers * Land Surveyors

Alfonso Quintanilla, P.E., R.P.L.S., Eutalio Ramirez, P.E.
Engineering Firm Registration No. F-4573
Surveying Firm Registration No. 100411-00
Municipal & County Projects * Subdivisions * Surveys
124 E. Stubbs, Edinburg, Texas 78539
Phone 956/381-6460 Fax 956/381-0527

METES AND BOUNDS

HIDALGO COUNTY DRAINAGE DISTRICT No.1
TRENTON DRAIN PHASE III
PARCEL No.3

A 0.18 OF AN ACRE TRACT OF LAND OUT OF LOT 15, LOS MIRASOLES SUBDIVISION No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OF MAP THEREOF RECORDED IN VOLUME 46, PAGE 53, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1447812, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF LOT 15, AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°28'09" E, ALONG THE NORTH LINE OF LOT 15, A DISTANCE OF 75.00 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°31'51" W, A DISTANCE OF 105.60 FEET TO A 1/2" IRON ROD FOUND ON THE SOUTH LINE OF LOT 15 FOR THE SOUTHEAST CORNER OF THIS TRACT.


THENCE; N 81°28'09" W, ALONG THE SOUTH LINE OF LOT 15, A DISTANCE OF 75.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF LOT 15, AND THE SOUTHWEST CORNER OF THIS TRACT.

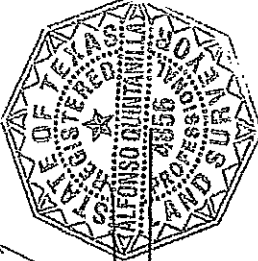
THENCE; N 08°31'51" E, ALONG THE WEST LINE OF LOT 15, A DISTANCE OF 105.60 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.18 OF AN ACRE OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH LOS MIRASOLES SUBDIVISION No.2, RECORDED IN VOLUME 46, PAGE 53, MAP RECORDS, HIDALGO COUNTY, TEXAS.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: AUGUST 17, 2018


ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



Charge to VLTC
GF#158080/PG

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

Parcel 3

RIGHT OF WAY DEED

THE STATE OF TEXAS

§

COUNTY OF HIDALGO

§

KNOW ALL MEN BY THESE PRESENTS:

That, MICHAEL LUIS GARCIA AND WIFE, MELISSA A. GARCIA, 3713 Caballero St., Edinburg, Hidalgo County in the State of Texas, 78542, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of THIRTEEN THOUSAND NINE HUNDRED NINETY-ONE AND NO/100 DOLLARS (\$13,991.00) and other good and valuable consideration to Grantor in hand paid by the County of Hidalgo, Texas, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Sell and Convey unto HIDALGO COUNTY, all that certain tracts or parcels of land in Hidalgo County, Texas, being as follows:

A 0.18 of an acre tract of land out of Lot 15, LOS MIRASOLES SUBDIVISION NO. 2, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 46, Page 53, Map Records Hidalgo County, Texas, and according to Special Warranty Deed With Vendor's Lien recorded under County Clerk's Document Number 1447812, Official Records, Hidalgo County, Texas, said 0.18 of an acre tract of land being more particularly described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

SUBJECT TO THE FOLLOWING:

1. Visible and apparent easements not appearing of record;
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and
3. Easements, rights of way, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments (other than liens and conveyances) presently of record in the Official Public Records of Hidalgo County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

SAVE AND EXCEPT:

Grantor reserves all of the oil, gas, minerals and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Hidalgo County and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 1st day of March, 2019.

MICHAEL LUIS GARCIA

MELISSA A. GARCIA

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on _____, 2019
by **MICHAEL LUIS GARCIA.**

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on _____, 2019
by **MELISSA A. GARCIA.**

NOTARY PUBLIC, STATE OF TEXAS

**AFTER RECORDING RETURN TO:
HIDALGO COUNTY
100 E. Cano St., 2nd Floor
Edinburg, Texas 78539**

**PREPARED IN THE OFFICE OF:
LAW OFFICE OF RICHARD A. CANTU, P.C.
6013 N. 10th Street
McAllen, Texas 78504
Telephone (956) 687-7763
GF#158080/File No. 10324-19**

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date: **September 10, 2018, 5:00 pm**

GF No. **158080**

Commitment No. _____, issued **September 14, 2018, 09:14 am**

1. The policy or policies to be issued are:
 - a. **OWNER'S POLICY OF TITLE INSURANCE (Form T-1)**
(Not applicable for improved one-to-four family residential real estate)
Policy Amount:
PROPOSED INSURED: Hidalgo County Drainage District No. 1
 - b. **TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)**
Policy Amount:
PROPOSED INSURED:
 - c. **LOAN POLICY OF TITLE INSURANCE (Form T-2)**
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - d. **TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)**
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - e. **LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)**
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
 - f. **OTHER**
Policy Amount:
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is: **Fee Simple**
3. Record title to the land on the Effective Date appears to be vested in:
Michael Luis Garcia and Melissa A. Garcia (if married spouse should join in the execution of documents).

4. Legal description of land:
PARCEL NO. 3

A 0.18 OF AN ACRE TRACT OF LAND OUT OF LOT 15, LOS MIRASOLES SUBDIVISION NO.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 46, PAGE 53, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1447812, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

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NOTE: The company does not represent that the above acreage or square footage calculations are correct.

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

Volume 46, Pages 53-55, Map Records of Hidalgo County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2018, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year ____ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate

exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
- a. Statutory easements, rules regulations and rights in favor of Hidalgo County Irrigation District No. 2.
 - b. Minimum floor elevations, setback lines; existing 75 foot drainage easement, and restrictions as shown on the map of Los Mirasoles Subdivision No. 2, recorded in Volume 46, Pages 53-55, Map Records of Hidalgo County, Texas and as shown on survey prepared by Alfonso Quintanilla, R.P.L.S. No. 4856, dated August 14, 2018, Job No. Parcel 3.
 - c. Easement for roadways, canals, drainage ditches, laterals, etc.. in favor of Alamo Land & Sugar Company as shown by instrument dated December 9, 1916, recorded in Volume 57, Page 577-578, Deed Records of County, Texas.
 - d. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated March 4, 1999, by and between Hidalgo County Irrigation District No. 2, as Lessor, and Samson Lone Star Limited Partnership, as Lessee, recorded on May 13, 1999, in Document Number 773520 and Correction filed November 2, 1999 under Document Number 819759, Official Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to ownership or holder of such interest(s).
 - e. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated July 28, 1999, by and between Cesar Torteya and wife, Raquel Muirillo Torteya, as Lessor, and Samson Lone Star Limited Partnership, as Lessee, recorded on September 20, 1999, in Document Number 808077 Official Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to ownership or holder of such interest(s).
 - f. Terms, stipulations and conditions contained in Declaration of Unit as set forth in instrument dated December 11, 1999, filed July 14, 2000 under Document Number 888450 and Second Correction filed December 18, 2001 under Document Number 1034317, Official Records of Hidalgo County, Texas.
 - g. Mineral and/or royalty reservation contained in deed dated April 17, 1952, recorded in Volume 748, Page 341 and dated December 18, 1950, recorded in Volume 707, Page 152, Deed Records of Hidalgo County, Texas.
Title to the herein described mineral interest not checked subsequent to date of aforesaid instrument.
 - h. Mineral and/or royalty reservation contained in deed dated January 13, 2005, filed March 17, 2005 under Document Number 1447812, Official Records of Hidalgo County, Texas.
Title to the herein described mineral interest not checked subsequent to date of aforesaid instrument.
 - i. All water rights reserved as shown by instrument dated January 13, 2005, filed March 17, 2005 under Document Number 1447812, Official Records of Hidalgo County, Texas.
 - j. Deleted
 - k. Rights of parties in possession. (Owner's Policy Only)
 - l. Deleted.

Continuation of Schedule B

GF No. 158080

- m. Deleted.
- n. Deleted.
- o. Deleted

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. The enclosed Waiver of Inspection along with Affidavit of Debts and Liens should be executed and returned to this office.
6. Tax certificates should be furnished from State and County, City of Edinburg, Edinburg School District and Hidalgo County Irrigation District No. 2.
7. We find the following 35 liens which may be against the Michael Luis Garcia. (see attached sheets)

These liens should be released or we should be furnished with satisfactory evidence that the defendant(s) named in these liens are not the same person.
8. By instrument dated January 13, 2005, filed March 17, 2005, under Document Number 1447812, Official Records of Hidalgo County, Texas, Jose M. Gomez and Elizabeth S. Gomez, conveyed the property under examination unto Michael Luis Garcia and Melissa A. Garcia.

We should be furnished evidence of the marital history and status of Michael Luis Garcia and Melissa A. Garcia. If said person is married we require the joinder of the spouse or an affidavit from the spouse disclaiming any homestead interest in the land. If any marriages have been terminated by death or divorce, at such time, we must determine the disposition of the property being conveyed and possibly make additional requirements or exceptions.

9. **NOTE TO CLOSER:** If any party to the transaction will execute documents by a power attorney, Company requires that the agent of each such power of attorney provide the company with a Certification of Durable Power of Attorney by Agent, pursuant to Texas Estates Code Sec. 751.203.
10. Do not close transactions between family members without contacting the title company.
11. Note as to Estimated Premium Amounts Disclosed on Schedule D:
Schedule "D", item 3, discloses an estimated premium of title policy premiums and endorsements based upon information provided at the time the initial order is placed. If changes occur after the order is placed, it may affect the estimated amounts shown. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance. If you have any questions, please call the Exam Department at 956-687-7763 or email customerservice@valleylandtitleco.com.

Countersigned
Valley Land Title Co.

By *Shirley Sillars*
Authorized Signatory