

PLANNING DEPT. PCTS 2 & 4 WATER SERVICE AVAILABILITY		
	APPLICANT	APPLICATION NO.
1.	Jose D. Paz	4-1600
2.	Blue Cactus Properties, LLC(Serge Henocave, Manager)	4-2204
COMM. COURT: AUGUST 27, 2019		



# PLANNING DEPARTMENT

Rev. 06-03-15

## County of Hidalgo

Main Office  
1304 South 25<sup>th</sup> 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

T.J. Arredondo, CFM  
Director of Planning

Application No: 4-1600

### HIDALGO COUNTY CERTIFICATE OF WATER SERVICE AVAILABILITY UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

Upon the application of:

Name: Jose D Paz

Address: 2012 Loma

Verde

San Juan TX

Phone: 905-8390

Approved by Environmental Health:	Temporary Service	Final Service
	_____	_____
	Authorized Signature	Authorized Signature
Inspection/Permit No:	_____	_____
Date Approved:	/ /	/ /

Water Supplier: North Alamo water supply

Utility Provider:  M.V.E.C.       AEP

Account/ESI No.: 282608-002  
 Temporary Pole       Permanent Service

who is the person requesting utility service to subdivided land ("land") described as follows:

A 2.30ac tract of land out of lot 3 Block 44  
Santa Cruz Gardens #2

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on \_\_\_\_\_, 20\_\_\_\_, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)

The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.

-OR-

~~The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.~~

\_\_\_\_\_  
Planning Department Authorized Signature

\_\_\_\_\_  
Hidalgo County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Hidalgo County Clerk

\_\_\_\_\_  
Date



# PLANNING DEPARTMENT

Rev. 06-03-15

## County of Hidalgo

Main Office 1304 South 25 <sup>th</sup> 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
--	---	---

T.J. Arredondo, CFM  
Director of Planning

Precinct 1 2 3 4  
4-1600

Application No:

**AFFIDAVIT  
TO APPLY TO THE COUNTY OF HIDALGO  
FOR CERTIFICATE OF WATER SERVICE AVAILABILITY  
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)**

[Note: To be eligible, the land must not have been subdivided after September 1, 1995.]

THE STATE OF TEXAS §  
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared

Jose D Paz

Known to me [or proved to me in the oath of TXDL# 19500982 or through Texas Driver's License (description of federal or state government ID card with photograph and signature)], who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land:

6310 E Ramsayer Rd Edinburg TX 78539.  
A 2.30ac tract of land out of lot 3 Blk 44 Santa Cruz Gardens #2  
[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

2. "The land described above has been sold or conveyed to me."

AND [strike through the statement below that does not apply]

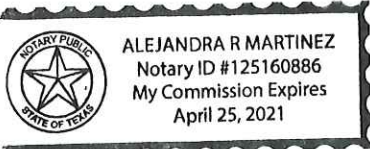
3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

~~-OR-~~

~~3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."~~

Jose D Paz (Signature)

SUBSCRIBED AND SWORN TO before me on August 19, 2019, to certify which, witnesses my hand and seal of office.



Alejandra R Martinez  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



Chapter 232, Texas Local Government Code

3/11/2019 11:15:31 AM

COUNTY OF HIDALGO  
PLANNING DEPARTMENT

Main Office  
1304 South 25th Street  
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Ph: 956-318-2840  
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2401 N. Moorefield Rd.  
Mission, Texas 78572  
Ph: 956-205-7045  
Fax: 956-205-7049

Permit No.: Permit 4-1600  
Receipt No.: 006454  
S1700-02-044-0003-12

New owner:  
Perez Robert Paz, Jose  
841 W MILE 21 RD. 2012 Loma Verde  
EDINBURG, TX 78541 San Juan, TX 78589  
(956) 533-3231  
(956) 533-3231

- [1] Contractor: SELF
- [2] Water System: North Alamo WSC
- [3] Class of Work: 25 Residential, new, Single Family Dwelling
- [4] Size of Structure: 1548Sq.Ft.
- [5] Legal Description: SANTA CRUZ GARDENS UT NO. 2 W210'-N476.77' LOT 3 BLK 44 2.30AC GR 2.15AC NET Lot 1
- [6] Location: Ranseyer & Terry
- [7] Sewage: N/A
- [8] Construction Type: Brick
- [9] Est. Cost of Construction: \$75000
- [10] Flood Zone: Zone X

Community Panel Number: 4803340325D  
Precinct: 4  
Certification of Elevation Required: No  
Setbacks: Front 50', Rear 15', Side W15', Side 6', Corner'  
Special Conditions: Applicant must comply with all HCPD set backs and regulations.  
Description: Permit 4-1600  
Price: \$30.00

**Total Amount.....\$30.00**

Method of Payment: Check  
Check/M.O.#: 1606  
Payment: \$30  
Change Due: \$0.00  
Application: maria.cerda  
Inspector: guillermo.rodriguez  
Receipt: maria.cerda

Cashier

Date

Prop ID# 1132025

[NOTICE]

ALL SETBACKS AND FINISH FLOOR ELEVATIONS SHALL BE IN COMPLIANCE WITH THE SUBDIVISION PLAT AND/OR DEED RESTRICTIONS. NO CONSTRUCTION ALLOWED OVER ANY EASEMENTS. NO MORE THAN ONE SINGLE FAMILY RESIDENCE PER LOT. APPLICANT SHALL COMPLY WITH ALL THE PLAT AND OR DEED RESTRICTIONS AND REQUIREMENTS AFFECTING THE LOT. APPLICANT ACKNOWLEDGES THAT NO FURTHER DIVISION OF THE DESCRIBED PROPERTY SHALL BE DONE WITHOUT FIRST PREPARING A SUBDIVISION PLAT IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES, TEXAS LOCAL GOVERNMENT CODE AND/OR TEXAS WATER DEVELOPMENT BOARD MODEL SUBDIVISION RULES. A CLEARANCE WILL NOT BE ISSUED FOR ANY PROPERTY LOCATED IN AN AREA DESIGNATED AS ZONE 'A', 'AE', 'AH' OR 'AO' UNTIL THE OWNER AND/OR CONTRACTOR HAS PROVIDED THE PLANNING DEPARTMENT A DEVELOPMENT PERMIT APPROVED BY THE COUNTY OF HIDALGO FLOOD PLAIN administrator INCLUDING AN ELEVATION CERTIFICATE REFLECTING THE PROPOSED FINISHED FLOOR ELEVATION FOR THE IMPROVEMENTS AND THE BASE FLOOD ELEVATION FOR THE PROPERTY. IN ADDITION, A FINAL CLEARANCE WILL NOT BE ISSUED UNTIL THE OWNER AND/OR CONTRACTOR HAS PROVIDED THE PLANNING DEPARTMENT A FINISHED FLOOR CONSTRUCTION ELEVATION CERTIFICATE CONFIRMING THAT ALL IMPROVEMENTS WERE CONSTRUCTED IN ACCORDANCE WITH THE TERMS OF THE INITIAL APPLICATION AND FLOOD PLAIN ADMINISTRATION DEVELOPMENT PERMIT. A SEPARATE PERMIT IS ALSO REQUIRED FOR INSTALLATION OF SEPTIC TANKS AND THE VERIFICATION THAT SEPTIC TANKS WERE INSTALLED IN COMPLIANCE WITH ALL LEGAL REQUIREMENTS. THIS APPLICATION IS SUBJECT TO CANCELLATION 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 ANY TIME AFTER WORK IS COMMENCED. APPLICANT/OWNER STATES THAT NO STRUCTURE EXISTS ON THIS TRACT OF LAND. IF FOUND IN VIOLATION APPROVED APPLICATION MAY BE REVOKED. APPROVED APPLICATION FEE SHALL BE DOUBLED FOR CONSTRUCTION COMMENCING AND/OR STRUCTURES MOVED IN PRIOR TO OBTAINING AN APPROVED APPLICATION. THE FORGOING IS A TRUE AND CORRECT DESCRIPTION OF THE IMPROVEMENTS CONTEMPLATED BY THE UNDERSIGNED APPLICANT, AND THE APPLICANT STATES THAT THE APPLICANT WILL HAVE FULL AUTHORITY OVER THE CONSTRUCTION OF SAME AND CONTRACTOR AND APPLICANT HEREBY AGREE TO COMPLY WITH ALL COUNTY REQUIREMENTS AND APPLICABLE PLAT AND/OR DEED RESTRICTIONS. APPLICANT AND CONTRACTOR HEREBY CERTIFY THAT EACH HAS 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 VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION. BY SIGNING THIS APPLICATION, APPLICANT AND CONTRACTOR AUTHORIZE REPRESENTATIVES OF THE COUNTY OF HIDALGO TO COME ON TO THE CONSTRUCTION SITE TO MONITOR CONTRACTOR'S AND APPLICANT'S COMPLIANCE WITH THE TERMS OF THE PERMIT AND THE COUNTY'S SUBDIVISION REGULATIONS. PLEASE CONTACT PLANNING DEPARTMENT 48 HOURS PRIOR TO POURING OF FOUNDATION FOR INSPECTION OF BUILDING SETBACKS FROM PROPERTY LINES AND FINISH FLOOR ELEVATION. NO CONSTRUCTION ALLOWED OVER ANY EASEMENTS. BUILDING SETBACKS AND FINISH FLOOR ELEVATIONS SHALL BE MET PRIOR TO POURING FOUNDATION OR WHEN MOVING IN A STRUCTURE.

Robert Paz  
Signature of Owner or Applicant

3-11-19  
Date

SIERRA TITLE  
STG/MC GF# 3176400

Warranty Deed with Vendor's Lien

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.

Date: March 28, 2019

Grantor: ROBERT PEREZ joined herein proforma by his wife, MARIA ALICIA GARCIA

Grantor's Mailing Address: 511 W. Mile 21 Road  
Edinburg, Texas 78541  
Hidalgo County

Grantee: JOSE D. PAZ, a married man

Grantee's Mailing Address: 2012 Loma Verde  
San Juan, Texas 78589  
Hidalgo County

THIRTY ONE THOUSAND AND NO/100 DOLLARS (\$31,000.00) which said sum represents the first draw on that certain note in the principal amount of NINETY FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$94,500.00), of even date herewith, executed by Grantee to BANK OF SOUTH TEXAS, 840 N. Cage Blvd., Pharr, Hidalgo County, Texas 78577. The note is secured by a vendor's lien retained in favor of BANK OF SOUTH TEXAS in this deed and by a Deed of Trust of even date from Grantee to DARRYL K. LEMKE, Trustee.

Property (including any improvements):

A 2.30 acre tract of land out of Lot 3, Block 44, SANTA CRUZ GARDENS SUBDIVISION, UNIT No. 2, Hidalgo County, Texas, as per map thereof recorded in Volume 8, Pages 28 and 29 of the Map Records of said County; said tract being more particularly described by metes and bounds as follows:

Beginning at a "PK" nail found at the Northwest corner of said Lot 3, for the Northwest corner hereof;

Thence with the North line of said Lot, the centerline of Ramseyer Road, South 81°37' East 210.00 feet to the Northeast corner hereof;

Thence with the West line of Urbano Vera's tract as described in Volume 2586, Page 472 of the Official Records of said County, South 08°23' West, at 31.30 feet found a one-half (1/2) inch diameter iron rod at the apparent South Right of Way of said Road, at 476.77 feet in all to the Southeast corner hereof; whence a found three-quarter (3/4) inch diameter iron pipe bears South 08°23' West and 1.30 feet and North 81°37' West 0.20 feet;

Thence with the North line of Jose Quiroga's tract as described in Document Number 2070950 of the Official Records of said County, North 81°37' West, at 195.00 feet set a one-half (1/2) inch diameter iron rod with cap stamped "PENA 5242" at the East Right of Way of a 15 foot access easement described in Volume 2554, Page 192 of the Official Records of said County, at 210.00 feet in all to a one-half (1/2) inch diameter iron rod with cap stamped "PENA 5242" set for the Southwest corner hereof;

Thence with the West line of said Lot 3, the East line of Jose Garza's tract as described in Document Number 467541 of the Official Records of said County, North 08°23' East, at 445.47 feet set a one-half (1/2) inch diameter iron rod with cap stamped "PENA 5242" at the apparent South Right of Way of said Road, at 476.77 feet in all to the PLACE OF BEGINNING, containing Two and thirty hundredths (2.30) acres, more or less.

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

**Right of Way Easement granted to North Alamo Water Supply Corporation, by Jesus Quiroga and wife, Gloria Quiroga, filed for record in the Office of the County Clerk of Hidalgo County, Texas in Volume 3162, Page 411, Official Records Hidalgo County, Texas.**

**A fifteen foot (15') Access Easement along the West side of the subject land reserved by Deed recorded in Volume 2554, Page 192, Deed Records Hidalgo County, Texas, and as set out in Deed from Jesus Quiroga and wife, Gloria M. Quiroga, dated May 30, 2018, filed for record in the Office of the County Clerk of Hidalgo County, Texas, on November 9, 2018, under Clerk's File No. 2964385.**

**Easements and Conditions as shown on the Map or Plat thereof, filed for record in Volume 8, Pages 28 and 29, Map Records Hidalgo County, Texas.**

**Easements, rights, rules and regulations in favor of Santa Cruz Irrigation District No. 15.**

**Easements or claims of easements which are not a part of the public record.**

**Oil, Gas and Mineral Lease, together with all rights relative thereto, express or implied, from Santa Cruz Farms Company to Magnolia Petroleum Company, dated March 15, 1944, filed for record in the Office of the County Clerk of Hidalgo County, Texas in Volume 54, Page 93, Oil and Gas Records Hidalgo County, Texas.**

**All oil, gas, and other minerals other than 1/8th of 1/8th non participating royalty interest reserved in Deed dated October 1, 1945, recorded in Volume 577, Page 14 and Volume 619, Page 92, Deed Records of Hidalgo County, Texas.**

**Any unrecorded leases or rental agreements, written or oral, together with the rights of any tenant thereunder or tenant at will.**

**Subdivision regulations of the County of Hidalgo and/or ordinance or governmental regulations of the City wherein the subject property lies or holds extra-territorial jurisdiction.**

**All ad valorem taxes for the year 2019 and all subsequent years.**

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and 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 will become absolute.

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

**BANK OF SOUTH TEXAS, at the instance and request of the Grantee herein, having advanced and paid in cash to the Grantor herein that portion of the purchase price of the Property as is evidenced by the hereinbefore described \$31,000.00 draw, the vendor's lien, together with the superior title to said Property, is retained for the benefit of BANK OF SOUTH TEXAS and the same are hereby transferred and assigned to BANK OF SOUTH TEXAS.**

Robert Perez  
ROBERT PEREZ

Maria Alicia Garcia  
MARIA ALICIA GARCIA

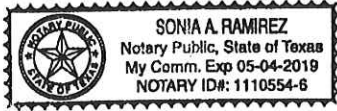
(Acknowledgment)

STATE OF TEXAS  
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 1 day of <sup>April</sup>~~March~~, 2019, by  
ROBERT PEREZ.

(SEAL)

SARZ  
Notary Public, State of Texas



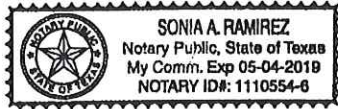
(Acknowledgment)

STATE OF TEXAS  
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 1 day of <sup>April</sup>~~March~~, 2019, by  
MARIA ALICIA GARCIA.

(SEAL)

SARZ  
Notary Public, State of Texas



AFTER RECORDING RETURN TO:  
Jose D. Paz  
2012 Loma Verde  
San Juan, Texas 78589

PREPARED IN THE LAW OFFICE OF:  
JOHN ROBERT KING  
3409 N. 10<sup>th</sup>, Suite 100  
McAllen, Texas 78501  
FileNo.:GF#3176400;AG/ct

WARRANTY DEED

ORIGINAL

THE STATE OF TEXAS )  
COUNTY OF HIDALGO )

DOC# 431527

KNOW ALL MEN BY THESE PRESENTS:

THAT, JAMES EDWARD FOX, whose address is 18634 Bay Ridge Court, Baton Rouge, LA 70817, hereinafter called "Grantor" and JULISTIE COURNET KLEIN, whose address is 620 Audubon Street, New Orleans, LA 70118, hereinafter called "Grantee".

NOW THEREFORE, for an in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby GRANT, SELL and CONVEY to said Grantee, all of Grantor's right, title and interest in and to the real property located in Hidalgo County, Texas, and described as follows:

5.0 acres of land, more or less, being the south half north half south half (S/2 N/2 S/2) of Lot 3, Block 89 of the Missouri-Texas Land & Irrigation Company Subdivision of the Las Neotomas Grant, Hidalgo County, Texas; said 5.0 acres being the same lands described in a Warranty Deed dated December 2, 1929 from Delta Orchards Company to B. Courlet, recorded in Volume 318, at Page 578 of the Deed Records, Hidalgo County, Texas.

This conveyance, however, is made and accepted subject to any and all restrictions, encumbrances, easements, covenants and conditions, if any, relating to the hereinabove described property as the same are filed for record in the County Clerk's office of Hidalgo County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, Grantees' heirs, executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantors' heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantees' heirs, executors, administrators, successors and/or assigns, against every person whomever claiming or to claim the same or any part thereof.

EXECUTED the 12<sup>th</sup> day of January, 1993.

GRANTOR:

*James Edward Fox*  
James Edward Fox

THE STATE OF LOUISIANA

PARISH OF East Baton Rouge

This instrument was acknowledged before me on the 12<sup>th</sup> day of January, 1993, by JAMES EDWARD FOX.

*J. H. [Signature]*

*Elaine [Signature]*  
Notary Public, in and for the State of Louisiana

ELAINE D. ROUNDE, NOTARY PUBLIC  
STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE  
BY COMMISSION ISSUED FOR LIFE

My Commission Expires: \_\_\_\_\_

FOODRED/MISC

ORIGINAL

FILED FOR RECORD  
BOOK 431527-89  
01-19-1995 03:35:01  
JOSE ELOY PULIDO  
HIDALGO COUNTY



# PLANNING DEPARTMENT

Rev. 06-03-15

## County of Hidalgo

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1304 South 25<sup>th</sup> Street  
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Mission, TX 78572  
956-205-7045  
956-205-7049

T.J. Arredondo, CFM  
Director of Planning

Precinct 1 2 3 4  
4-2204

Application No: \_\_\_\_\_

### HIDALGO COUNTY CERTIFICATE OF WATER SERVICE AVAILABILITY UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

Upon the application of:

Name: SERGE HENOCAVE  
MANAGER

Address: 5111 N 10<sup>th</sup> Street #188  
McAllen, Tx 78504

Phone: (956) 624-8171

Approved by Environmental Health:	Temporary Service	Final Service
<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>
Authorized Signature	Authorized Signature	Authorized Signature
Inspection/Permit No: <u>Light Only</u>		
Date Approved: <u>8 / 16 / 19</u>		<u>/ /</u>

Water Supplier: N/A

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

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

who is the person requesting utility service to subdivided land ("land") described as follows:

MO-TEX LOT 5 N5-S15-BLK 89 4.69ACS Net

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on \_\_\_\_\_, 20\_\_\_\_, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)

The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.

-OR-

~~The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.~~

[Signature]  
Planning Department Authorized Signature

\_\_\_\_\_  
Hidalgo County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Hidalgo County Clerk

\_\_\_\_\_  
Date



# PLANNING DEPARTMENT

Rev. 06-03-15

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---	--	--

T.J. Arredondo, CFM  
Director of Planning

Precinct 1 2 3 4

Application No: 4-2204

**AFFIDAVIT  
TO APPLY TO THE COUNTY OF HIDALGO  
FOR CERTIFICATE OF WATER SERVICE AVAILABILITY  
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)**

[Note: To be eligible, the land must not have been subdivided after September 1, 1995.]

THE STATE OF TEXAS     §  
COUNTY OF HIDALGO   §

BEFORE ME, the undersigned authority, on this day personally appeared

SERGE HENOQUE Manager Blue Cactus Properties, LLC

Known to me [or proved to me in the oath of TX 16470881 or through  
(description of federal or state government ID card with photograph and signature)],  
who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land:

MO-TEX LOT 5 N5-S15- BLK 89 4.69 ACS"

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

2. "The land described above has been sold or conveyed to me."

AND [strike through the statement below that does not apply]

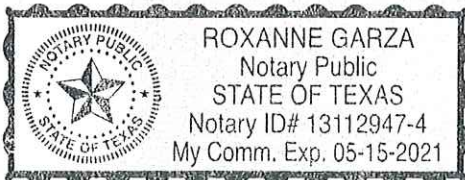
3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

-OR-

3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."

SERGE HENOQUE  
Manager  
Blue Cactus Properties, LLC  
(Signature)

SUBSCRIBED AND SWORN TO before me on August 10, 2011, to certify which, witnesses my hand and seal of office.



Roxanne Garza  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



COUNTY OF HIDALGO  
PLANNING DEPARTMENT

Main Office  
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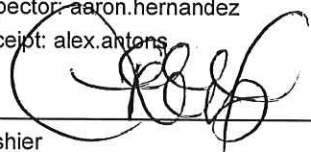
Permit No.: Permit 4-2204  
Receipt No.: 008711  
M5500-00-089-0005-00

- BLUE CACTUS PROPERTIES, LLC
- 22516 VAL VERDE RD
- ELSA , TX 78543
- (956) 222-8076
- (956) 222-8076
- [1] Contractor: SELF
- [2] Water System: North Alamo WSC
- [3] Class of Work: 44 Mobile homes
- [4] Size of Structure: 1120Sq.Ft.
- [5] Legal Description: MO-TEX LOT 5 N5-S15 - BLK 89 4.69 ACS  
NET
- [6] Location: VAL VERDE & DAVIS
- [7] Sewage: N/A
- [8] Construction Type: Wood
- [9] Est. Cost of Construction: \$10000
- [10] Flood Zone: Zone X

Community Panel Number: 4803340325D  
 Precinct: 4  
 Certification of Elevation Required: No  
 Setbacks: Front 50', Rear 15', Side 6', Side 6', Corner '  
 Special Conditions: MUST COMPLY WITH ALL COUNTY  
 SETBACKS & REGULATIONS  
 Description: Permit 4-2204  
 Price: \$30.00

**Total Amount.....\$30.00**


Method of Payment: Check  
 Check/M.O.#: 2355  
 Payment: \$30.00  
 Change Due: \$0.00  
 Application: alex.antons  
 Inspector: aaron.hernandez  
 Receipt: alex.antons

  
 \_\_\_\_\_  
 Cashier

8/15/19  
 \_\_\_\_\_  
 Date

[NOTICE]

ALL SETBACKS AND FINISH FLOOR ELEVATIONS SHALL BE IN COMPLIANCE WITH THE SUBDIVISION PLAT AND/OR DEED RESTRICTIONS. NO CONSTRUCTION ALLOWED OVER ANY EASEMENTS. NO MORE THAN ONE SINGLE FAMILY RESIDENCE PER LOT. APPLICANT SHALL COMPLY WITH ALL THE PLAT AND OR DEED RESTRICTIONS AND REQUIREMENTS AFFECTING THE LOT. APPLICANT ACKNOWLEDGES THAT NO FURTHER DIVISION OF THE DESCRIBED PROPERTY SHALL BE DONE WITHOUT FIRST PREPARING A SUBDIVISION PLAT IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES, TEXAS LOCAL GOVERNMENT CODE AND/OR TEXAS WATER DEVELOPMENT BOARD MODEL SUBDIVISION RULES. A CLEARANCE WILL NOT BE ISSUED FOR ANY PROPERTY LOCATED IN AN AREA DESIGNATED AS ZONE 'A', 'AE', 'AH' OR 'AO' UNTIL THE OWNER AND/OR CONTRACTOR HAS PROVIDED THE PLANNING DEPARTMENT A DEVELOPMENT PERMIT APPROVED BY THE COUNTY OF HIDALGO FLOOD PLAIN administrator INCLUDING AN ELEVATION CERTIFICATE REFLECTING THE PROPOSED FINISHED FLOOR ELEVATION FOR THE IMPROVEMENTS AND THE BASE FLOOD ELEVATION FOR THE PROPERTY. IN ADDITION, A FINAL CLEARANCE WILL NOT BE ISSUED UNTIL THE OWNER AND/OR CONTRACTOR HAS PROVIDED THE PLANNING DEPARTMENT A FINISHED FLOOR CONSTRUCTION ELEVATION CERTIFICATE CONFIRMING THAT ALL IMPROVEMENTS WERE CONSTRUCTED IN ACCORDANCE WITH THE TERMS OF THE INITIAL APPLICATION AND FLOOD PLAIN ADMINISTRATION DEVELOPMENT PERMIT. A SEPARATE PERMIT IS ALSO REQUIRED FOR INSTALLATION OF SEPTIC TANKS AND THE VERIFICATION THAT SEPTIC TANKS WERE INSTALLED IN COMPLIANCE WITH ALL LEGAL REQUIREMENTS. THIS APPLICATION IS SUBJECT TO CANCELLATION 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 ANY TIME AFTER WORK IS COMMENCED. APPLICANT/OWNER STATES THAT NO STRUCTURE EXISTS ON THIS TRACT OF LAND. IF FOUND IN VIOLATION APPROVED APPLICATION MAY BE REVOKED. APPROVED APPLICATION FEE SHALL BE DOUBLED FOR CONSTRUCTION COMMENCING AND/OR STRUCTURES MOVED IN PRIOR TO OBTAINING AN APPROVED APPLICATION. THE FORGOING IS A TRUE AND CORRECT DESCRIPTION OF THE IMPROVEMENTS CONTEMPLATED BY THE UNDERSIGNED APPLICANT, AND THE APPLICANT STATES THAT THE APPLICANT WILL HAVE FULL AUTHORITY OVER THE CONSTRUCTION OF SAME AND CONTRACTOR AND APPLICANT HEREBY AGREE TO COMPLY WITH ALL COUNTY REQUIREMENTS AND APPLICABLE PLAT AND/OR DEED RESTRICTIONS. APPLICANT AND CONTRACTOR HEREBY CERTIFY THAT EACH HAS 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 VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION. BY SIGNING THIS APPLICATION, APPLICANT AND CONTRACTOR AUTHORIZE REPRESENTATIVES OF THE COUNTY OF HIDALGO TO COME ON TO THE CONSTRUCTION SITE TO MONITOR CONTRACTOR'S AND APPLICANT'S COMPLIANCE WITH THE TERMS OF THE PERMIT AND THE COUNTY'S SUBDIVISION REGULATIONS. PLEASE CONTACT PLANNING DEPARTMENT 48 HOURS PRIOR TO POURING OF FOUNDATION FOR INSPECTION OF BUILDING SETBACKS FROM PROPERTY LINES AND FINISH FLOOR ELEVATION. NO CONSTRUCTION ALLOWED OVER ANY EASEMENTS. BUILDING SETBACKS AND FINISH FLOOR ELEVATIONS SHALL BE MET PRIOR TO POURING FOUNDATION OR WHEN MOVING IN A STRUCTURE.

  
 \_\_\_\_\_  
 Signature of Owner or Applicant

08/15/2019  
 \_\_\_\_\_  
 Date

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.

SPECIAL WARRANTY DEED

Date: November 22, 2017

Grantor: JULIETTE C. KLEIN, f/k/a JULIETTE COURET; as my sole and separate property and estate and is not a part of my homestead, never having been claimed, intended, occupied or used as such, my homestead consisting of other property

Grantor's Mailing Address (including county):

620 Audubon Street  
New Orleans, Louisiana 70118

Grantee: BLUE CACTUS PROPERTIES, LLC a Texas Limited Liability Company

Grantee's Mailing Address (including county):

5111 N. 10th Street #188  
McAllen, Texas 78504  
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.

Property (including any improvements): Grantor's undivided interest in and to the following described property:

5.0 acres of land, more or less, being the South 1/2 of the North 1/2 of the South 1/2 of Lot 5, Block 89, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 29, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

1. All oil, gas, and other mineral reservations of record, if any.
2. All oil, gas leases and drilling agreements of record, if any.

3. Easements of record, if any.
4. Easements and conditions as may be contained in plat of said subdivision, if any.
5. Easements, rights, rules, and regulations in favor of pertaining water district, if any.
6. All visible easements and restrictions of record, if any.
7. 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 of said property.
8. Standby fees and taxes for the year 2017 and assessments for prior years.

NO TITLE EXAMINATION WAS REQUIRED IN CONNECTION WITH THE PREPARATION OF THE DOCUMENTATION CONCERNING THE PURCHASE OF THE ABOVE DESCRIBED PROPERTY, NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION AS TO THE TITLE OF THE PROPERTY, NOR AS TO ANY TAXES DUE ON THE PROPERTY.

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.

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

*Juliette C. Klein*

JULIETTE C. KLEIN, f/k/a  
JULIETTE COURET

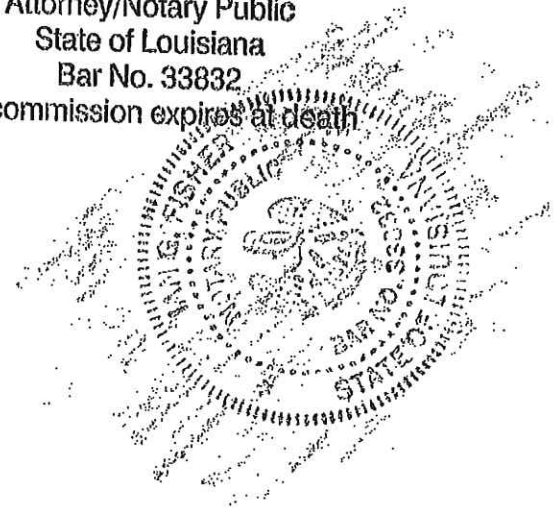
(Acknowledgment)

State of Louisiana  
County of Orleans

This instrument was acknowledged before me on the 11<sup>th</sup> day  
of ~~November~~, 2017, by JULIETTE C. KLEIN, f/k/a JULIETTE COURET.  
December

*[Signature]*  
Notary Public, State of LOUISIANA

IAN G. FISHER  
Attorney/Notary Public  
State of Louisiana  
Bar No. 33832  
My commission expires at death



AFTER RECORDING RETURN TO:

THE LAW FIRM OF:  
McLAREN & ASSOCIATES  
5123 N. McColl  
McAllen, Texas 78504

PREPARED BY:

THE LAW FIRM OF:  
McLAREN & ASSOCIATES  
5123 N. McColl  
McAllen, Texas 78504

File/GF Number: 1111

Prepared by the State Bar of Texas for use by lawyers only. Revised 1-1-76.  
Revised as to interest and to include grantee's address (art. 6626, RCS) 1-1-82.

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9/11

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CORRECTION

**DEED OF TRUST**

THE STATE OF TEXAS  
COUNTY OF

} KNOW ALL MEN BY THESE PRESENTS:

That **JESUS QUIROGA and wife, GLORIA M. QUIROGA**

of Hidalgo County, Texas, hereinafter called Grantors (whether one or more) for the purpose of securing the indebtedness hereinafter described, and in consideration of the sum of TEN DOLLARS (\$10.00) to us in hand paid by the Trustee hereinafter named, the receipt of which is hereby acknowledged, and for the further consideration of the uses, purposes and trusts hereinafter set forth, have granted, sold and conveyed, and by these presents do grant, sell and convey unto Robert Geissler Trustee, of Hidalgo County, Texas, and his substitutes or successors, all of the following described property situated in Hidalgo County, Texas, ~~more~~ described on Exhibit "A" attached hereto and incorporated herein for all purposes.

THIS CORRECTION DEED OF TRUST IS MADE IN PLACE OF AND TO CORRECT A DEED OF TRUST EXECUTED BY GRANIOR HEREIN TO ROBERT GEISSLER, TRUSTEE, DATED FEBRUARY 24, 1987, AND RECORDED IN VOLUME 2410, PAGE 570, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, WHEREIN BY ERROR OR MISTAKE THE PROPERTY WAS INCORRECTLY DESCRIBED, AND THIS INSTRUMENT IS MADE BY GRANIOR AND ACCEPTED BY BENEFICIARY IN ORDER TO CORRECT SAID MISTAKE, IS EFFECTIVE ON FEBRUARY 24, 1987, AND IN ALL OTHER RESPECTS CONFIRMS THE FORMER DEED OF TRUST.

TO HAVE AND TO HOLD the above described property, together with the rights, privileges and appurtenances thereto belonging unto the said Trustee, and to his substitutes or successors forever. And Grantors do hereby bind themselves, their heirs, executors, administrators and assigns to warrant and forever defend the said premises unto the said Trustee, his substitutes or successors and assigns forever, against the claim, or claims, of all persons claiming or to claim the same or any part thereof.

This conveyance, however, is made in TRUST to secure payment of one promissory note of even date herewith in the principal sum of FOUR THOUSAND TWO HUNDRED FIFTY SEVEN AND 36/100 Dollars (\$ 4,257.36)

executed by Grantors, payable to the order of KARL MUELLER

in the City of Mission Hidalgo County, Texas as follows, to-wit:

As therein provided

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bearing interest as therein stipulated, providing for acceleration of maturity and for Attorney's fees; Should Grantors do and perform all of the covenants and agreements herein contained, and make prompt payment of said indebtedness as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, and shall be released at the expense of Grantors, by the holder thereof, hereinafter called Beneficiary (whether one or more).

**Grantors covenant and agree as follows:**

That they are lawfully seized of said property, and have the right to convey the same; that said property is free from all liens and encumbrances, except as herein provided.

To protect the title and possession of said property and to pay when due all taxes and assessments now existing or hereafter levied or assessed upon said property, or the interest therein created by this Deed of Trust, and to preserve and maintain the lien hereby created as a first and prior lien on said property including any improvements hereafter made a part of the realty.

To keep the improvements on said property in good repair and condition, and not to permit or commit any waste thereof; to keep said buildings occupied so as not to impair the insurance carried thereon.

To insure and keep insured all improvements now or hereafter created upon said property against loss or damage by fire and windstorm, and any other hazard or hazards as may be reasonably required from time to time by Beneficiary during the term of the indebtedness hereby secured, to the extent of the original amount of the indebtedness hereby secured, or to the extent of the full insurable value of said improvements, whichever is the lesser, in such form and with such Insurance Company or Companies as may be approved by Beneficiary, and to deliver to Beneficiary the policies of such insurance having attached to said policies such mortgage indemnity clause as Beneficiary shall direct; to deliver renewals of such policies to Beneficiary at least ten (10) days before any such insurance policies shall expire; any proceeds which Beneficiary may receive under any such policy, or policies, may be applied by Beneficiary, at his option, to reduce the indebtedness hereby secured, whether then-matured or to mature in the future, and in such manner as Beneficiary may elect, or Beneficiary may permit Grantors to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy.

That in the event Grantors shall fail to keep the improvements on the property hereby conveyed in good repair and condition, or to pay promptly when due all taxes and assessments, as aforesaid, or to preserve the prior lien of this Deed of Trust on said property, or to keep the buildings and improvements insured, as aforesaid, or to deliver the policy, or policies, of insurance or the renewal thereof to Beneficiary, as aforesaid, then Beneficiary may, at his option, but without being required to do so, make such repairs, pay such taxes and assessments, purchase any tax title thereon, remove any prior liens, and prosecute or defend any suits in relation to the preservation of the prior lien of this Deed of Trust on said property, or insure and keep insured the improvements thereon in an amount not to exceed that above stipulated; that any sums which may be so paid out by Beneficiary and all sums paid for insurance premiums, as aforesaid, including the costs, expenses and Attorney's fees paid in any suit affecting said property when necessary to protect the lien hereof shall bear interest from the dates of such payments at the rate stated in said note and shall be paid by Grantors to Beneficiary upon demand, at the same place at which said note is payable, and shall be deemed a part of the debt hereby secured and recoverable as such in all respects.

That in the event of default in the payment of any installment, principal or interest, of the note hereby secured, in accordance with the terms thereof, or of a breach of any of the covenants herein contained to be performed by Grantors, then and in any of such events Beneficiary may elect, Grantors hereby expressly waiving presentment and demand for payment, to declare the entire principal indebtedness hereby secured with all interest accrued thereon and all other sums hereby secured immediately due and payable, and in the event of default in the payment of said indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of Beneficiary (which request is hereby conclusively presumed), to enforce this trust; and after advertising the time, place and terms of the sale of the above described and conveyed property, then subject to the lien hereof, for at least twenty-one (21) days preceding the date of sale by posting written or printed notice thereof at the Courthouse door of the county where said real property is situated, which notice may be posted by the Trustee acting, or by any person acting for him, and the Beneficiary (the holder of the indebtedness secured hereby) has, at least twenty-one (21) days preceding the date of sale, served written or printed notice of the proposed sale by certified mail on each debtor obligated to pay the indebtedness secured by this Deed of Trust according to the records of Beneficiary, by the deposit of such notice, enclosed in a postpaid wrapper, properly addressed to such debtor at debtor's most recent address as shown by the records of Beneficiary, in a post office or official depository under the care and custody of the United States Postal Service, the Trustee shall sell the above described property, then subject to the lien hereof, at public auction in accordance with such notice at the Courthouse door of said county where such real property is situated (provided where said real property is situated in more than one county, the notice to be posted as herein provided shall be posted at the Courthouse door of each of such counties where said real property is situated, and said above described and conveyed property may be sold at the Courthouse door of any one of such counties, and the notices so posted shall designate the county where the property will be sold), on the first Tuesday in any month between the hours of ten o'clock A.M. and four o'clock P.M., to the highest bidder for cash, selling all of the property as an entirety or in such parcels as the Trustee acting may elect, and make due conveyance to the Purchaser or Purchasers, with general warranty binding Grantors, their heirs and assigns; and out of the money arising from such sale, the Trustee acting shall pay first, all the expenses of advertising the sale and making the conveyance, including a commission of five per cent (5%) to himself, which commission shall be due and owing in addition to the Attorney's fees provided for in said note, and then to Beneficiary the full amount of principal, interest, Attorney's fees and other charges due and unpaid on said note and all other indebtedness secured hereby, rendering the balance of the sales price, if any, to Grantors, their heirs or assigns; and the recitals in the conveyance to the Purchaser or Purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against Grantors, their heirs and assigns.

It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or his substitute or successor, Beneficiary may at any time before the sale of said property direct the said Trustee to abandon the sale, and may then institute suit for the collection of said note, and for the foreclosure of this Deed of Trust lien; it is further agreed that if Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this Deed of Trust lien, that he may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, his substitute or successor to sell the property in accordance with the provisions of this Deed of Trust.

Beneficiary shall have the right to purchase at any sale of the property, being the highest bidder, and to have the amount for which such property is sold credited on the debt then owing.

Beneficiary in any event is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness hereby secured has been paid in full, or until said property is sold hereunder, and each substitute and successor trustee shall succeed to all of the rights and powers of the original trustee named herein.

In the event any sale is made of the above described property, or any portion thereof, under the terms of this Deed of Trust, Grantors, their heirs and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the property so sold to the Purchaser at such sale, and in the event of their failure to do so they shall thereupon from and after the making of such sale be and continue as tenants at will of such Purchaser; and in the event of their failure to surrender possession of said

AUG 5 1988

property upon demand, the Purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is situated.

It is agreed that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character whether vendor's, materialmen's or mechanic's lien hereafter created on the above described property, and in the event the proceeds of the indebtedness secured hereby as set forth herein are used to pay off and satisfy any liens heretofore existing on said property, then Beneficiary is, and shall be, subrogated to all of the rights, liens and remedies of the holders of the indebtedness so paid.

It is further agreed that if Grantors, their heirs or assigns, while the owner of the hereinabove described property, should commit an act of bankruptcy, or authorize the filing of a voluntary petition in bankruptcy, or should an act of bankruptcy be committed and involuntary proceedings instituted or threatened, or should the property hereinabove described be taken over by a Receiver for Grantors, their heirs or assigns, the note hereinabove described shall, at the option of Beneficiary, immediately become due and payable, and the acting Trustee may then proceed to sell the same under the provisions of this Deed of Trust.

As further security for the payment of the hereinabove described indebtedness, Grantors hereby transfer, assign, and convey unto Beneficiary all rents issuing or to hereafter issue from said real property, and in the event of any default in the payment of said note or hereunder, Beneficiary, his agent or representative, is hereby authorized, at his option, to collect said rents, or if such property is vacant to rent the same and collect the rents, and apply the same, less the reasonable costs and expenses of collection thereof, to the payment of said indebtedness, whether then matured or to mature in the future, and in such manner as Beneficiary may elect. The collection of said rents by Beneficiary shall not constitute a waiver of his right to accelerate the maturity of said indebtedness nor of his right to proceed with the enforcement of this Deed of Trust.

It is agreed that an extension, or extensions, may be made of the time of payment of all, or any part, of the indebtedness secured hereby, and that any part of the above described real property may be released from this lien without altering or affecting the priority of the lien created by this Deed of Trust in favor of any junior encumbrancer, mortgagee or purchaser, or any person acquiring an interest in the property hereby conveyed, or any part thereof; it being the intention of the parties hereto to preserve this lien on the property herein described and all improvements thereon, and that may be hereafter constructed thereon, first and superior to any liens that may be placed thereon, or that may be fixed, given or imposed by law thereon after the execution of this instrument notwithstanding any such extension of the time of payment, or the release of a portion of said property from this lien.

In the event any portion of the indebtedness hereinabove described cannot be lawfully secured by this Deed of Trust lien on said real property, it is agreed that the first payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness.

Beneficiary shall be entitled to receive any and all sums which may become payable to Grantors for the condemnation of the hereinabove described real property, or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become payable to Grantors for damages caused by public works or construction on or near the said property. All such sums are hereby assigned to Beneficiary, who may, after deducting therefrom all expenses actually incurred, including attorney's fees, release same to Grantors or apply the same to the reduction of the indebtedness hereby secured, whether then matured or to mature in the future, or on any money obligation hereunder, as and in such manner as Beneficiary may elect. Beneficiary shall not be, in any event or circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any such sums.

Nothing herein or in said note contained shall ever entitle Beneficiary, upon the arising of any contingency whatsoever, to receive or collect interest in excess of the highest rate allowed by the laws of the State of Texas on the principal indebtedness hereby secured or on any money obligation hereunder and in no event shall Grantors be obligated to pay interest thereon in excess of such rate.

If this Deed of Trust is executed by only one person or by a corporation the plural reference to Grantors shall be held to include the singular and all of the covenants and agreements herein undertaken to be performed by and the rights conferred upon the respective Grantors named herein, shall be binding upon and inure to the benefit of not only said parties respectively but also their respective heirs, executors, administrators, grantees, successors and assigns.

Grantors expressly represent that this Deed of Trust and the Note hereby secured are given for the following purpose, to-wit:

The indebtedness, the payment of which is hereby secured, is in part payment of the purchase price of the real property herein described, and is also secured by a vendor's lien thereon retained in deed of even date herewith to the undersigned, and this Deed of Trust is given as additional security for the payment of said indebtedness.

EXECUTED this 24th day of February A. D. 19 87

ACCEPTED:

*Karl Mueller*  
Karl Mueller

*Jesús Quiroga*  
JESUS QUIROGA  
*Gloria M. Quiroga*  
GLORIA M. QUIROGA

Mailing address of trustee:

Name: Robert Geissler  
Address: P. O. Box 3670  
McAllen, Texas 78502

Mailing address of each beneficiary:

Name: Karl Mueller  
Address: Rt. 3, Box 532M  
Mission, Texas 78572

Name:  
Address:

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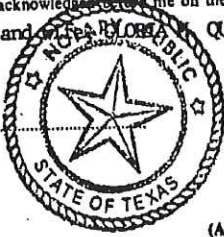
(Acknowledgment)

STATE OF TEXAS  
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 28<sup>th</sup> day of January, 1988,  
by JESUS QUIROGA and ~~JOSE QUIROGA~~ QUIROGA

My commission expires:

5/4/88



*Matilde Montez*  
Notary Public, State of Texas  
Notary's printed name: MATILDE MONTEZ

(Acknowledgment)

STATE OF TEXAS  
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 1<sup>st</sup> day of February, 1988,  
by KARL MUELLER

My commission expires:

11/4/89



*Jane Pond*  
Notary Public, State of Texas  
Notary's printed name:

JANE POND  
Notary Public  
In and for the State of Texas  
My Commission Expires 11-04-89

(Corporate Acknowledgment)

STATE OF TEXAS  
COUNTY OF

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_  
of \_\_\_\_\_  
a \_\_\_\_\_ corporation, on behalf of said corporation.

My commission expires:

Notary Public, State of Texas  
Notary's printed name:

CHARGE: TITLE USA OF HIDALGO COUNTY, INC.  
AFTER RECORDING RETURN TO:

KARL MUELLER  
Rt. 3, Box 532M  
Mission, Texas

VOL 2554 PAGE 200 EXHIBIT "A"

A tract of land containing 2.30 acres, more or less, out of Lot Three (3), Block Forty-four (44), Santa Cruz Gardens Unit No. 2, Hidalgo County, Texas, according to the amended map recorded in Volume 8, Pages 28 and 29, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes. Said 2.30 acres being more particularly described by metes and bounds as follows, to-wit:

Beginning at the Northwest corner of Lot 3, Block 44, Santa Cruz Gardens No. 2, Amended, for the Northwest corner of the following described tract of land, said point being in 60.0 foot Ramseyer Drive; Thence, with the North line of Lot 3 in said Ramseyer Drive, South 81 deg. 37 min. East, 210.0 feet to a point on the North line of Lot 3, for the Northeast corner hereof;

Thence, parallel to the West line of Lot 3, South 8 deg. 23 min. West, at 30.0 feet pass an iron pin on the South right-of-way line of 60.0 foot Ramseyer Drive and at 476.77 feet an iron pin for the Southeast corner hereof;

Thence, parallel to the North line of Lot 3, North 81 deg. 37 min. West, 210.0 feet to an iron pin on the West line of Lot 3 for the Southwest corner hereof;

Thence, with the West line of Lot 3, North 8 deg. 23 min. East, at 446.77 feet pass an iron pin on the South right-of-way line of Ramseyer Drive and at 476.77 feet the place of beginning, containing 2.30 acres of land, more or less, of which 0.13 acre lies in Ramseyer Drive and the west 15.0 feet of the South 446.77 feet thereof, comprising 0.15 acre, are hereby set aside for egress and ingress easement.