

<b>A.</b> U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT  <b>FINAL SETTLEMENT STATEMENT</b>		<b>B. TYPE OF LOAN</b> 1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> Conv. Unins. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins. 6. FILE NUMBER: 0003179245 7. LOAN NUMBER: 8. MORTGAGE INS CASE NUMBER:	
C. NOTE: <i>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 "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.</i> <span style="float: right; font-size: small;">1.0 3/98 (0003179245 / 26)</span>			
D. NAME AND ADDRESS OF BUYER: County of Hidalgo 100 East Can Street, 2nd Floor, Edinburg, TX 78539		E. NAME AND ADDRESS OF SELLER: Heriberto Perez and Hortencia Perez 1013 Vanessa Ave., McAllen, TX 78503	
F. NAME AND ADDRESS OF LENDER:		G. PROPERTY LOCATION: 2600 Block N. State Highway 336 Hidalgo, TX 78557 Lot(s): 15, Block: 3 Hidalgo Canal Company	
H. SETTLEMENT AGENT: Sierra Title of Hidalgo County, Inc.  PLACE OF SETTLEMENT: 3401 N. 10th Street McAllen, TX 78501		I. SETTLEMENT DATE: September 11, 2019  DISBURSEMENT DATE: September 11, 2019	

J. SUMMARY OF BUYER'S TRANSACTION	
<b>100. GROSS AMOUNT DUE FROM BUYER:</b>	
101. Contract sales price	8,500.00
102. Personal property	
103. Settlement charges to buyer (line 1400)	949.38
104.	
105.	
<i>Adjustments for items paid by seller in advance</i>	
106. City/Town taxes	
107. County taxes	
108. Assessments	
109.	
110.	
111.	
112.	
<b>120. GROSS AMOUNT DUE FROM BUYER</b>	<b>9,449.38</b>
<b>200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:</b>	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
<i>Adjustments for items unpaid by seller</i>	
210. City/Town taxes	
211. County taxes	
212. Assessments	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
<b>220. TOTAL PAID BY/FOR BUYER</b>	<b>0.00</b>
<b>300. CASH AT SETTLEMENT FROM/TO BUYER:</b>	
301. Gross amount due from Buyer (Line 120)	9,449.38
302. Less amount paid by/for Buyer (Line 220)	( )
<b>303. CASH FROM BUYER</b>	<b>9,449.38</b>

K. SUMMARY OF SELLER'S TRANSACTION	
<b>400. GROSS AMOUNT DUE TO SELLER:</b>	
401. Contract sales price	8,500.00
402. Personal property	
403.	
404.	
405.	
<i>Adjustments for items paid by seller in advance</i>	
406. City/Town taxes	
407. County taxes	
408. Assessments	
409.	
410.	
411.	
412.	
<b>420. GROSS AMOUNT DUE TO SELLER</b>	<b>8,500.00</b>
<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER:</b>	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	To:
505. Payoff of second mortgage loan	To:
506.	
507.	
508.	
509.	
<i>Adjustments for items unpaid by seller</i>	
510. City/Town taxes	
511. County taxes	
512. Assessments	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
<b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b>	<b>0.00</b>
<b>600. CASH AT SETTLEMENT TO/FROM SELLER:</b>	
601. Gross amount due to Seller (Line 420)	8,500.00
602. Less reductions due Seller (Line 520)	( 0.00 )
<b>603. CASH TO SELLER</b>	<b>8,500.00</b>

**L. SETTLEMENT CHARGES**

700. TOTAL COMMISSION Based on Price			\$	@	%	PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
Division of Commission (line 700) as Follows:							
701.	to						
702.	to						
703. Commission Paid at Settlement							
The following persons, firms or corporations received a portion of the real estate commission amount shown above:							
704.	to						
<b>800. ITEMS PAYABLE IN CONNECTION WITH LOAN</b>							
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 fee		to				
807.	Assumption fee		to				
808.			to				
809.			to				
810.			to				
811.			to				
<b>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>							
901.	Interest From	09/11/19	to	10/01/19	@ \$	/day ( 20 days	%)
902.	Mortgage insurance premium		for	month	to		
903.	Hazard insurance premium		for	year	to		
904.			for	year	to		
905.			to				
<b>1000. RESERVES DEPOSITED WITH LENDER</b>							
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.		Months	@ \$			per Month	
1007.		Months	@ \$			per Month	
1008.		Months	@ \$			per Month	
<b>1100. TITLE CHARGES</b>							
1101.	E filing fee (B)		to	Sierra Title of Hidalgo County, Inc.			11.25
1102.	Abstract or title search		to				
1103.	Title examination		to				
1104.	Title insurance binder		to				
1105.	Document preparation		to				
1106.	Notary fees		to				
1107.	Attorney's fees		to				
	(includes above item numbers:					)	
1108.	Owner's policy premium		to	Sierra Title of Hidalgo County, Inc.			238.00
	(includes above item numbers:					)	
1109.	Lender's coverage						
1110.	Owner's coverage	\$ 8,500.00				238.00	
1111.	Guaranty Assessment Recoupment Ch		to	Texas Title Insurance Guaranty Association			2.00
1112.	Tax Service		to	Tax Service of Hidalgo County			54.13
1113.			to				
1114.	Escrow Fee		to	Sierra Title of Hidalgo County, Inc.			500.00
1115.			to				
<b>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES</b>							
1201.	Recording fees: Deed	\$ 68.00;	Mortgage			Releases	\$ 36.00
1202.	City/County tax/stamps: Deed					Mortgage	
1203.	State tax/stamps: Deed					Mortgage	
1204.	nsp		to	Sierra Title of Hidalgo County, Inc.			40.00
1205.			to				
<b>1300. ADDITIONAL SETTLEMENT CHARGES</b>							
1301.	Survey		to				
1302.	Pest inspection		to				
1303.			to				
1304.			to				
1305.			to				
<b>1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)</b>						949.38	0.00

# Final HUD-1, Attachment

**Buyer:** County of Hidalgo  
100 East Can Street, 2nd Floor  
Edinburg, TX 78539

**Seller:** Heriberto Perez and Hortencia Perez  
1013 Vanessa Ave.  
McAllen, TX 78503

**Lender:**

**Settlement Agent:** Sierra Title of Hidalgo County, Inc.  
(956)682-8321  
**Place of Settlement:** 3401 N. 10th Street  
McAllen, TX 78501  
**Settlement Date:** September 11, 2019  
**Disbursement Date:** September 11, 2019  
**Property Location:** 2600 Block N. State Highway 336  
Hidalgo, TX 78557  
Lot(s): 15, Block: 3  
Hidalgo Canal Company

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County of Hidalgo

\_\_\_\_\_  
Heriberto Perez

BY: \_\_\_\_\_  
Valde Guerra, Commissioner's Court Executive Officer

\_\_\_\_\_  
Hortencia Perez

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

\_\_\_\_\_  
Sierra Title of Hidalgo County, Inc.  
Settlement Agent

**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.**

**General Warranty Deed  
Arena Drive/ Las Milpas Road Project  
Parcel No. 2**

Date: September 11, 2019

Grantor: Heriberto Perez and wife Hortencia Perez

Grantor's Mailing Address:

1013 Vanessa Ave  
McAllen, Texas 78503

Grantee: County of Hidalgo

Grantee's Mailing Address:

100 East Cano Street 2<sup>nd</sup> Floor  
Edinburg, Texas 78539

Consideration:

The sum of Eight Thousand Five Hundred and no/100 Dollars (\$8,500.00) to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property (including any improvements):

That certain real property located in Hidalgo County, Texas, being more particularly described on Exhibit "A" which is attached hereto and made a part hereof for all purposes.

**Reservations from and Exceptions to Conveyance and Warranty:**

This conveyance is made by Grantor and accepted by Grantee 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.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (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.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor, for the Consideration and subject to 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 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 successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Exceptions to Conveyance and Warranty.

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

  
Heriberto Perez

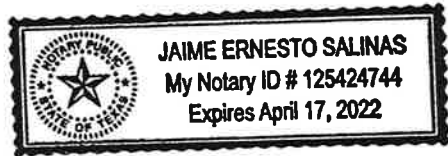
  
Hortencia Perez

The State of Texas §

County of Hidalgo §

This instrument was acknowledge before me on this 16<sup>th</sup> day of September, 2019 by: Humberto Perez.

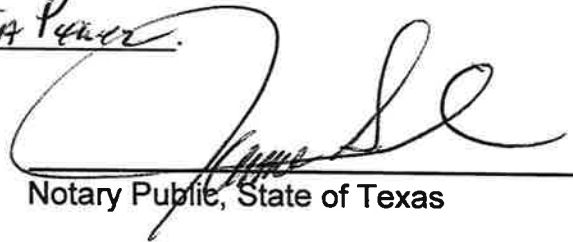
  
Notary Public, State of Texas

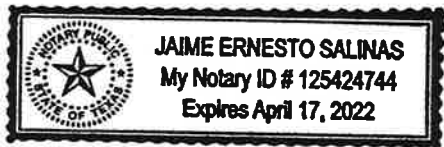


The State of Texas §

County of Hidalgo §

This instrument was acknowledge before me on this 16<sup>th</sup> day of September, 2019 by: Hortencia Perez.

  
Notary Public, State of Texas



After recording please return this instrument to:

Mr. Jaime Salinas or Jaime Cruz  
Hidalgo County Pct. 2  
300 W. Hall Acres Rd., Ste. G  
Pharr, Tx 78577

**CERTIFICATE OF RECORDING**

Parcel No. 2

County: Hidalgo

HIGHWAY: Las Milpas Road

LIMITS: S.H. 336 to McColl Road

Exhibit: \_\_\_\_\_

FIELD NOTES FOR PARCEL 2

Being a 450 square foot or 0.0103 acre tract of land situated in the City of Hidalgo, Hidalgo County, Texas, out of Lot 15, Block 3, Hidalgo Canal Company Subdivision, as recorded in Volume Q, Page 177, of the Deed Records, Hidalgo County, Texas, and being out of a 0.864 (calc.) acre tract of land, conveyed by a Warranty Deed with Vendor's Lien, dated December 18, 1998, from Denis W. Gaines and wife, Patricia Gaines to Heriberto Perez, as recorded in Document No. 738851, of the Official Records, Hidalgo County, Texas, said 450 square foot or 0.0103 of an acre tract being more particularly described by metes and bounds as follows:

**Commencing** at a 1/2" iron pin found in the North line of said 0.864 (calc.) acre tract of land and the South line of a 0.712 (calc.) acre tract of land, conveyed by a Special Warranty Deed, dated June 10, 2016, from Ruben Valdes a/k/a Ruben Valdes Medina a/k/a Ruben M. Valdes and wife, Beatriz Eugenia Valdes a/k/a Beatriz E. Valdes a/k/a Beatriz Valdes to Valhe Real Estate Holdings Family Limited Partnership, a Texas Limited Liability Company, as recorded in Document No. 2720122, of the Official Records, Hidalgo County, Texas, and the existing East Right of Way line of S.H. 336 (10<sup>th</sup> Street – 100' R.O.W.);

**Thence**, with the existing East Right of Way line of S.H. 336, South 08°38'22" West, a distance of 70.00 feet to a 5/8" iron pin (N=16,571,376.6080, E=1,068,504.7969) with plastic cap stamped "ROWSS PROP COR" set 70.00 feet left to centerline station 113+47.68, on the proposed North Right of Way line of Arena Drive, for a proposed right of way cutback corner, the North corner, and **Point of Beginning** of this herein described tract of land;

1. **Thence**, across and through said 0.864 (calc.) acre tract of land, and with the proposed North Right of Way line of Arena Drive and a proposed right of way cutback line, South 36°21'38" East a distance of 42.43 feet to a 5/8" iron pin with plastic cap stamped "ROWSS PROP COR" set on the existing North Right of Way line of Arena Drive, for a right of way corner, and the Southeast corner of this herein described tract of land;
2. **Thence**, with the existing North Right of Way line of Arena Drive, North 81°21'38" West a distance of 30.00 feet to the existing East Right of Way line of S.H. 336, for the Southwest corner of this herein described tract of land;

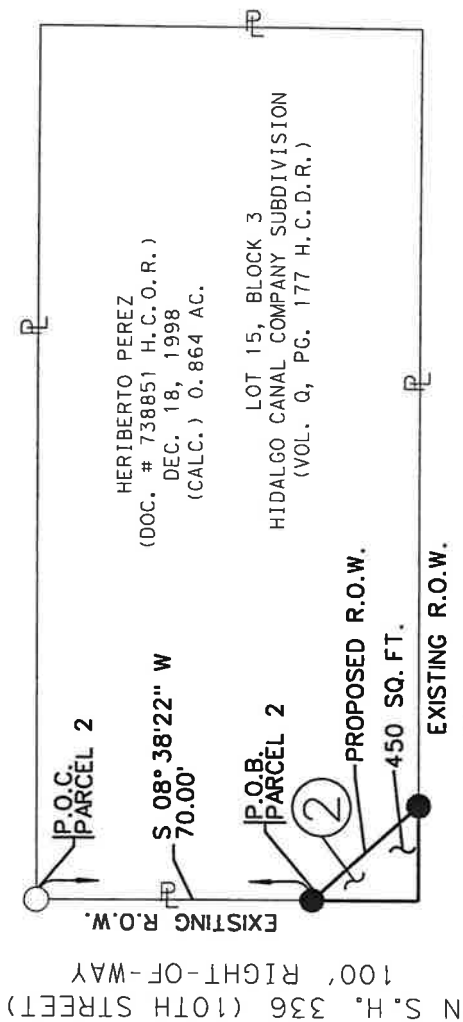


PARENT TRACT INSET  
PARCEL 2  
N.T.S.



I DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON CONFORMS TO THE CURRENT GENERAL RULES OF PROCEDURES AND PRACTICES AS PROMULGATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING.

*[Signature]*  
KURT SCHUMACHER, R.P.L.S. #6333



NOTES:

- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, (NA2011). ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.000004.
- INDICATES A 5/8 INCH IRON PIN SET WITH A PLASTIC CAP STAMPED "ROWSS PROP COR"
- INDICATES A 1/2 INCH IRON ROD FOUND.
- A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.
- SURVEYED ON THE GROUND JANUARY 2019.

EXISTING	TAKING	LEFT	RIGHT	REMAINING
(CALC.) 0.864 AC.	0.0103 AC.	0.8537 AC.		
	450 SQ. FT.			

REVISED DATE: JANUARY 16, 2019  
DATE: SEPTEMBER 28, 2018

**RIGHT OF WAY SKETCH**  
SHOWING PROPERTY OF  
PARCEL 2

LAS MILPAS ROAD  
SH 336 (10TH STREET) TO MCCOLL ROAD  
HIDALGO COUNTY, TEXAS

EXHIBIT —



VALHE REAL ESTATE HOLDINGS  
 FAMILY LIMITED PARTNERSHIP,  
 A TEXAS LIMITED LIABILITY COMPANY  
 (DOC. # 2720122 H.C.O.R.)  
 JUNE 10, 2016  
 (CALC.) 0.712 AC.

LOT 15, BLOCK 3  
 HIDALGO CANAL COMPANY SUBDIVISION  
 (VOL. "Q", PG. 177 H.C.D.R.)

SKYVIEW INVESTMENT PROPERTIES, LLC,  
 A TEXAS LIMITED LIABILITY COMPANY  
 (DOC. # 2841750 H.C.O.R.)  
 AUG. 11, 2017  
 11.70 AC.

P.O.C.  
 PARCEL 2  
 1/2" IRON ROD FOUND BEARS  
 N 85° 03' 47" W  
 0.67'

75' WATER PIPELINE ESMT  
 (VOL. 779, PG. 126 H.C.D.R.)

RGV GAS CO. EASEMENT (BLANKET)  
 (VOL. 260, PG. 400 H.C.D.R.)

P.O.B. SET  
 PARCELS 2  
 N=16,571,376.6080  
 E=1,068,504.7969  
 STA. 113+47.68  
 70.00' LT.

R.O.W. EASEMENT (PLOTTED)  
 (VOL. 270, PG. 44 H.C.D.R.)

WATER PIPELINE ESMT (PLOTTED)  
 (VOL. 779, PG. 126 H.C.D.R.)

PROP. R.O.W. LINE

HERIBERTO PEREZ  
 (DOC. # 738851 H.C.O.R.)  
 DEC. 18, 1998  
 (CALC.) 0.864 AC.

IRF 5/8"

ARENA DRIVE  
 40' RIGHT-OF-WAY

EX. R.O.W. LINE

SOUTH LINE LOT 15, BLOCK 3  
 NORTH LINE LOT 2, BLOCK 2

TEXAS GAS SERVICE COMPANY LINE

PROPOSED BASELINE

115+00

EX. R.O.W. LINE

LEGEND

- PROPERTY LINE
- LOT LINE
- PARCEL NUMBER
- RIGHT OF WAY
- POINT OF COMMENCING
- POINT OF BEGINNING
- HIDALGO COUNTY DEED RECORDS
- HIDALGO COUNTY MAP RECORDS
- HIDALGO COUNTY OFFICIAL RECORDS
- SET 5/8 INCH IRON PIN WITH PLASTIC CAP
- STAMPED "ROWSS PROP COR"
- FOUND 1/2 INCH IRON ROD UNLESS OTHERWISE NOTED
- GAS LINE
- OVERHEAD ELEC.
- POWER POLE
- WATER METER
- GAS METER
- TELEPHONE PEDESTAL

NOTES:

1. SEE PAGE 5 FOR NOTES.



*Kurt Schumacher*  
*1/2/2019*

LINE	BEARING	DISTANCE (FT)
L1	S 08° 38' 22" W	70.00
L2	S 36° 21' 38" E	42.43
L3	N 81° 21' 38" W	30.00
L4	N 08° 38' 22" E	30.00

PLAT OF SURVEY  
 PARCEL 2  
 FOR LAS MILPAS ROAD

A 450 SQ. FT. (0.0103 AC.)  
 TRACT OF LAND SITUATED IN LOT 15, BLOCK 3, HIDALGO CANAL  
 COMPANY SUBDIVISION, OUT OF A (CALC.) 0.864 OF AN ACRE  
 TRACT OF LAND, DESCRIBED IN DOCUMENT NUMBER 738851,  
 OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

EXHIBIT —

PAGE 4 OF 5

REVISED DATE: JANUARY 16, 2019  
 DATE: SEPTEMBER 28, 2018

RIGHT OF WAY SKETCH  
 SHOWING PROPERTY OF  
 PARCEL 2

LAS MILPAS ROAD  
 SH 336 (10TH STREET) TO McCOLL ROAD  
 HIDALGO COUNTY, TEXAS

**ROW** SURVEYING SERVICES, L.L.C.

900 S. STEWART RD. SUITE 13  
 MISSION, TEXAS 78572  
 TEL.: (956) 424-3335  
 FAX.: (956) 424-3132

TBPLS REG. FIRM# 10193886

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, (NA2011). ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.
3. SURVEYED ON THE GROUND JANUARY 2019.
4. UTILITY LINES SHOWN HEREON BASED ON TEXAS 811 LOCATOR MARKINGS. THE SURVEYOR HAS MADE NO ATTEMPT IN VERIFYING UNDERGROUND LOCATIONS.
5. EASEMENTS AND RESERVATIONS AS MAY APPEAR UPON THE RECORDED MAP OF SAID HIDALGO CANAL COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME "Q", PAGE 177, DEED RECORDS OF HIDALGO COUNTY, TEXAS.
6. SUBJECT TO ANY PORTION OF THE PROPERTY DESCRIBED HEREIN WITHIN THE LIMITS OR BOUNDARIES OF ANY PUBLIC OR PRIVATE ROADWAY AND/OR HIGHWAY AND THE RIGHTS OF THE PUBLIC THERETO.
7. BLANKET EASEMENTS RULES, REGULATIONS AND RIGHTS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 3 AND EASEMENTS AND RESTRICTIONS AS SHOWN ON THE RECORDED MAP OF THE ABOVE DESCRIBED SUBDIVISION.
8. RIGHT OF WAY EASEMENT DATED APRIL 19, 1926, RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, VOLUME 270, PAGE 44, DEED RECORDS, HIDALGO COUNTY, TEXAS. (PLOTTED)
9. RIGHT OF WAY EASEMENT DATED SEPTEMBER 1, 1927, RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, VOLUME 260, PAGE 400, DEED RECORDS, HIDALGO COUNTY, TEXAS. (BLANKET)
10. SUBJECT TO AN EASEMENT RETAINED IN WARRANTY DEED, DATED AUGUST 7, 1953, RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, VOLUME 779, PAGE 126, DEED RECORDS, HIDALGO COUNTY, TEXAS. (PLOTTED)
11. RIGHT OF WAY EASEMENT DATED MAY 18, 1965, RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, VOLUME 1117, PAGE 147, DEED RECORDS, HIDALGO COUNTY, TEXAS. (PLOTTED)
12. RIGHT OF WAY EASEMENT DATED AUGUST 11, 1965, RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, VOLUME 1124, PAGE 443, DEED RECORDS, HIDALGO COUNTY, TEXAS, FROM HIDALGO COUNTY WATER IMPROVEMENT DISTRICT NO. 3. (PLOTTED)



REVISED DATE: JANUARY 16, 2019  
DATE: SEPTEMBER 28, 2018

**RIGHT OF WAY SKETCH**  
SHOWING PROPERTY OF  
PARCEL 2  
LAS MILPAS ROAD  
SH 336 (10TH STREET) TO McCOLL ROAD  
HIDALGO COUNTY, TEXAS



**SURVEYING SERVICES, LLC.**

900 S. STEWART RD. SUITE 13  
MISSION, TEXAS 78572  
TEL: (956) 424-3333  
FAX: (956) 424-3132

Parcel 2

Closure Report

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Parcel 2: P6 P7 P8 P6

P6 to P7: S 36 deg. 21 min. 38 sec. E	Dist. 42.43	N: 16571376.6080 and E: 1068504.7969;
P7 to P8: N 81 deg. 21 min. 38 sec. W	Dist. 30.00	N: 16571342.4419 and E: 1068529.9500;
P8 to P6: N 08 deg. 38 min. 22 sec. E	Dist. 30.00	N: 16571346.9484 and E: 1068500.2904;

Perimeter: 102.43

Area: 450.0 sq. ft., Acres: 0.01033

Error North: -0.00 Error East: 0.00

Error bearing: N 36 deg. 21 min. 38 sec. W Total Dist. Error: 0.00

Error of Closure: 1:28507

**NOT SAME PERSON AFFIDAVIT**

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF HIDALGO    §**

**BEFORE ME**, the undersigned authority, a Notary Public, in and for the State of Texas, on this day personally appeared **Heriberto Perez**, known to me, and who, after being duly sworn on oath stated:

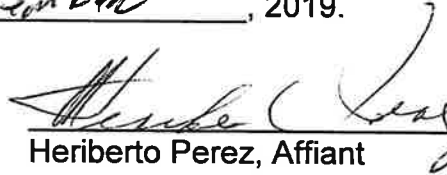
- 1. "That my full name is Heriberto Perez". I reside at 1013 Calle De Dormir McAllen, Texas 78503 .
- 2. I have resided at the following address for the last ten (10) years:  
(Same)  
\_\_\_\_\_  
\_\_\_\_\_
- 3. My Social Security Number is 551-76-8999 .
- 4. From December 18, 1998 to present, I own the following described property, situated in Hidalgo County, Texas:

That real property set forth on Exhibit "A" attached hereto and incorporated herein for all purposes.

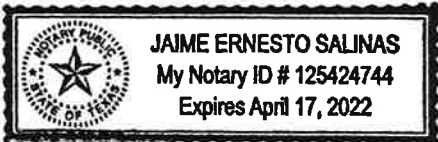
- 5. That a Notice of Child Support Lien in the amount of \$8,400.84, plus costs and interest was filed for record on April 25, 2013, in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 2413320, styled Liliana Deniss Zapata and the State of Texas vs. Heriberto Perez.
- 6. I am not the same person as named in the foregoing Notice of Child Support Lien in the amount of \$8,400.84, plus costs and interest which was filed for record on April 25, 2013, in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's document No. 2413320, styled Liliana Deniss Zapata and the State of Texas vs. Heriberto Perez.
- 7. I do not have any outstanding unpaid Child Support Liens appearing of record against me in Hidalgo County, Texas.
- 8. I am making this statement under oath in order to induce Fidelity National Title Insurance Company to issue its title policy covering the property described on Exhibit "A" attached hereto without exception to said Notice of Child Support Lien.

9. I agree to indemnify Fidelity National Title Insurance Company and Sierra Title Company of Hidalgo County against any and all loss, damage, or expense, which they may sustain or incur because said title policies are issued without making an exception for the matters listed in Schedule "C", (Item 6), of the Owner's Title Commitment G.F. No. 0003179245.

EXECUTED THIS 9 day of September, 2019.

  
Heriberto Perez, Affiant

SUBSCRIBED AND SWORN TO BEFORE ME by Heriberto Perez on this 9<sup>th</sup> day of September, 2019.



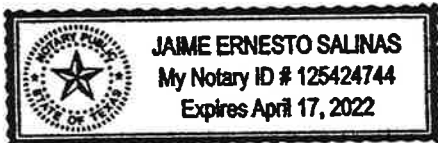
  
NOTARY PUBLIC, STATE OF TEXAS

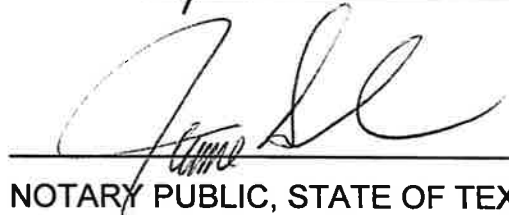
STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on September 9<sup>th</sup> 2019,

By: Heriberto Perez.



  
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:  
Mr. Jaime Salinas or Mr. Jaime Cruz  
Hidalgo County Pct. 2  
300 W. Hall Acres, Ste. G  
Pharr, Texas 78577

RELEASE OF LIEN

STATE OF TEXAS\*\*

COUNTY OF HIDALGO\*\*

Date: August 29, 2019  
 Note Date: January 13, 2005  
 Original Amount: \$181, 588.86  
 Borrower: Heriberto Perez and wife, Hortencia Perez  
 Lender: Inter National Bank  
 Holder of Note and Lien: Vantage Bank Texas, successor in interest by purchase and merger of Inter National Bank

Holder's Mailing Address (including county): 1801 South 2<sup>nd</sup> Street  
 McAllen, Texas 78505  
 Hidalgo County

Note and Lien are Described in the Following Documents, Recorded in:

DEED OF TRUST, SECURITY AGREEMENT, AND FINANCING STATEMENT, dated January 13, 2005, recorded under Document Number 840999 in the Official Records of Hidalgo County, Texas.

Property (including any improvements) To Be Released from Lien:

Tract I:  
 The South 120 feet of the West 330 feet of Lt Fifteen (15), Section Three (3), HIDALGO CANAL COMPANY SUBDIVISION, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume "Q", Page 177, Deed Records, Hidalgo County, Texas, reference to which is here made for all purposes.

Holder of the note and lien acknowledges its full payment and releases the property from the lien and from all liens held by holder of the note and lien without regard to how they were created or evidenced.

Holder of the note and lien expressly releases all present and future rights to establish or enforce the lien as security for the payment of any future or other advances.

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

VANTAGE BANK TEXAS

BY: Thomas Davidson  
 Thomas Davidson

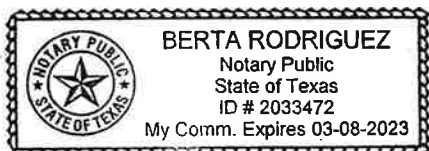
ITS: Senior Vice President

ACKNOWLEDGMENT

STATE OF TEXAS\*\*

COUNTY OF HIDALGO \*\*

This instrument was acknowledged before me on the 29<sup>th</sup> day of August 2019, by Thomas Davidson, Senior Vice President of Vantage Bank Texas on behalf of said national banking association.



Berta Rodriguez  
 Notary Public, State of Texas

## WAIVER OF INSPECTION AND DISCLOSURE TO OWNER

TO: **Sierra Title Insurance Guaranty Company, Inc.** ("Title Insurer")

**Sierra Title of Hidalgo County, Inc.** ("The Company")

RE: Heriberto Perez and Hortencia Perez to City of Hidalgo

GF (File) No.: **0003179245**

Land: **PARCEL 2:**

Being a 436 square foot or 0.01 acre tract of land situated in the City of Hidalgo, Hidalgo County, Texas, out of Lot 15, Block 3, Hidalgo Canal Company Subdivision, as recorded in Volume Q, Page 177, of the Deed Records, Hidalgo County, Texas, and being out of a 0.864 (calc.) acre tract of land, conveyed by a Warranty Deed with Vendor's Lien, dated December 18, 1998, from Denis W. Gaines and wife, Patricia Gaines to Heriberto Perez, as recorded in Document No. 738851, of the Official Records, Hidalgo County, Texas, said 436 square foot or 0.01 of an acre tract being more particularly described by metes and bounds as follows:

**SEE EXHIBIT "A" FOR DESCRIPTION OF PARCEL 2.**

### 1. Waiver of Inspection

You may refuse to accept an exception to the Owner's Policy for "Rights of Parties in Possession." "Rights of Parties in Possession" shall mean one or more persons or entities who are themselves actually physically occupying the property or a portion thereof under a claim or right adverse to the insured owner of the property as shown in Schedule A of the Policy. The Company may require an inspection of the property and an additional charge may be assessed for reasonable and actual costs of such an inspection. The Company may make additional Exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this Exception and waive inspection of the land.

YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1.

### 2. Receipt of Commitment

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the Exceptions set forth in Schedule B of the Commitment, and any additional Exceptions to title resulting from the documents involved in this transaction, and any additional Exceptions reflected by an exhibit attached hereto.

### 3. Survey

You may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.

YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING OUT THIS PARAGRAPH 3. AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION OF THIS CLOSING.

### 4. Arbitration

This paragraph does not apply to the Residential Owner Policy (T-1R). The parties must later agree to arbitrate under the Residential Owner Policy (T-1R).

You may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

### 5. Notice

You may wish to consult an attorney to discuss matters shown in Schedule B or C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Titled Insurer. The Commitment and Policy are not abstracts of title, title reports or representations of title.

They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or under the restrictions or exceptions affecting your property.

Date: September 11, 2019

Signature:

**County of Hidalgo**

**BY: \_\_\_\_\_  
Valde Guerra, Commissioner's Court Executive  
Officer**

DATE: September 25, 2019

SUBJECT: HIDALGO COUNTY SUBDIVISION REGULATIONS

RE: 0003179245

SIERRA TITLE OF HIDALGO COUNTY, INC. hereby advises you that this property may be subject to the Subdivision Regulations of the County of Hidalgo or the nearest City.

One of the provisions of the regulations is that no permit shall be issued or utilities connected until an approved Subdivision Plat has been recorded.

IT WILL BE YOUR RESPONSIBILITY to comply with the appropriate Subdivision Regulations by contacting the Hidalgo County Planning Department and/or the Planning Department of the appropriate City.

A receipt of a copy of this letter is hereby acknowledged by the undersigned.

County of Hidalgo

BY: \_\_\_\_\_  
Valde Guerra, Commissioner's Court Executive Officer

TAX PRORATION AGREEMENT

To: Sierra Title of Hidalgo County, Inc.
RE: GF No. 0003179245
Date: September 11, 2019
Property: Lot(s): 15, Block: 3
Hidalgo Canal Company

\*\*\*\*\*NO TAX PRORATIONS\*\*\*\*\*

Execution of this agreement indicates our understanding of the handling of the property taxes by the Title Company in the above referenced transaction. Since the amount of property taxes due for the current year cannot be determined at this time, the purchasers will be given credit for their share of the current year's taxes, in consideration of which purchaser will accept liability for and pay the total tax for the year when taxes are due. This closing procedure is known as a proration. The amount upon which the proration is figured is only an estimate based upon (i) tax figures for the previous year, or, (ii) computation of tax liability for the property for the current year from current tax rates provided by the various taxing authorities.

If the actual tax assessment exceeds the estimated amount prorated at closing, seller agrees to immediately reimburse the purchaser the additional sum owed for the period from January 1 up to the closing date. Should the actual tax assessments be less than the estimated amount prorated at closing, purchaser agrees to immediately reimburse the seller the excess amount prorated/credited at closing. All parties understand that the Title Company will not be responsible for, nor will they be involved in any dispute concerning this tax proration settlement. It is agreed that Seller and Purchaser will contact each other directly, and the refund will be paid immediately upon written notification (with supporting documentation) from the other party that same is due. It is agreed, as evidenced by this document, that SELLER shall be totally liable for the payment of any and all "rollback taxes" in the event said taxes are assessed at the time of any change in land usage

Purchaser specifically understands that, if the tax prorations for the current year are based upon a tax computation for the property as unimproved land and significant improvements have been added since the last tax assessment by the taxing authorities, the tax liability for the current year may be significantly higher than the tax computation figures upon which the tax proration is based. Purchaser further understands that the lender(s) in this transaction, if any, may choose to base payment into escrow reserves upon unimproved tax figures which could result in a significant escrow shortage on the loan when taxes are paid by the lender for the current year. Any demand by the lender(s) for reimbursement of the escrow shortage and/or readjustment of payments required into the escrow reserve could result in a significant increase of monthly payments due on the loan.

The purchasers have also been made aware that they must take a copy of their recorded deed when received to the Central Appraisal District in order to have the taxes changed into their names and file for any exemptions, which apply.

The undersigned further agree to indemnify and hold harmless Sierra Title Company and (name of underwriter) from any and all future loss, claims, or further cause of action, that may arise due to inadequacy, incompleteness, or inaccuracy of the tax computations for the tax figures used in the proration of taxes, or for action taken by Sierra Title Company and SIERRA TITLE INSURANCE GUARANTY COMPANY, based upon reliance on such inadequate, incomplete or inaccurate tax figures so used in the proration.

County of Hidalgo

BY: Valde Guerra, Commissioner's Court Executive Officer

Heriberto Perez

Hortencia Perez

**ADDENDUM**

G.F. No. 0003179245

DATE: September 11, 2019

2600 Block N. State Highway 336, Hidalgo, TX 78557

Line 303 Amount: \$9,449.38

Line 603 Amount: \$8,500.00

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 copy of the HUD-1 Settlement Statement.

The Seller's and Purchaser's/Borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance pro-rations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Purchaser/Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I hereby authorize the Settlement Agent to make expenditures and disbursements as shown above and approve same for payment.

\_\_\_\_\_  
Heriberto Perez

\_\_\_\_\_  
Hortencia Perez

County of Hidalgo

BY: \_\_\_\_\_  
Valde Guerra, Commissioner's Court Executive Officer

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause 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 Sections 1001 and 1010.

**HUD-1 SETTLEMENT STATEMENT ADDENDUM**

September 11, 2019

RE: GF NO.: 0003179245

PROPERTY ADDRESS: 2600 Block N. State Highway 336, Hidalgo, TX 78557

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 copy of the HUD-1 Settlement Statement.

County of Hidalgo

\_\_\_\_\_  
Heriberto Perez

BY: \_\_\_\_\_  
Valde Guerra, Commissioner's Court Executive Officer

\_\_\_\_\_  
Hortencia Perez

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause 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.

**TAX INFORMATION AND PRORATION AGREEMENT**

Purchaser and Seller understand the Escrow Agent has assembled the information representing this transaction from the best available sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this statement. Purchaser and Seller understand that tax and insurance proration and reserves were based on figures for the preceding year or estimates for the current year. In the event of any change for the current year, all necessary adjustments must be made directly between the parties. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Title Company by Seller.

PURCHASER TO CLAIM HOMESTEAD EXEMPTION AT HIDALGO COUNTY APPRAISAL DISTRICT, 4405 S. PROFESSIONAL DRIVE, EDINBURG, TX 78540, BETWEEN JANUARY 1 AND MAY 1. PURCHASER UNDERSTANDS THAT IT IS HIS DUTY TO RENDER THIS PROPERTY TO THE APPROPRIATE TAXING BODIES, CLAIMING WHAT OTHER EXEMPTIONS TO WHICH HE MIGHT BE ENTITLED, AND TO VERIFY THE ASSESSMENT.

SELLER AGREES TO INDEMNIFY BUYER FOR ANY UNPAID PRIOR YEARS' TAXES IF ANY SUCH TAXES ARE DETERMINED BY THE APPROPRIATE TAXING AUTHORITY.

THE BUYER FURTHER UNDERSTANDS THAT THE OWNERS TITLE POLICY IS SUBJECT TO SUBSEQUENT ASSESSMENTS FOR PRIOR YEARS DUE TO CHANGE IN LAND USAGE OR OWNERSHIP.

County of Hidalgo

\_\_\_\_\_  
Heriberto Perez

BY: \_\_\_\_\_  
Valde Guerra, Commissioner's Court Executive Officer

\_\_\_\_\_  
Hortencia Perez

**CONTROLLED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT -  
TAX SERVICE**

To: THE UNDERSIGNED  
From: SIERRA TITLE OF HIDALGO COUNTY, INC.  
Property: 2600 Block N. State Highway 336, Hidalgo, TX 78557  
Date: September 11, 2019

This is to give you notice that **Sierra Title of Hidalgo County, Inc.** has a business relationship with **Tax Service of Hidalgo County** in that the majority stockholder in **Sierra Title of Hidalgo County, Inc.**, and the majority stockholder in **Tax Service of Hidalgo County** are the same individual. Because of this relationship, this referral may provide **Sierra Title of Hidalgo County, Inc.** a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are **NOT** required to use the listed provider(s) as a condition for [settlement of your loan on] (or) [purchase, sale, or refinance of] the subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICES PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

Provider of settlement services	Charge or range of charges
<u>Tax Information and Tax Certificates</u>	<u>\$54.13</u>

**ACKNOWLEDGMENT**

I/we have read the disclosure form and understand that **Sierra Title of Hidalgo County, Inc.** is referring me/us to purchase the above described settlement services(s) and may receive a financial or other benefit as a result of this referral.

County of Hidalgo

BY: \_\_\_\_\_  
Valde Guerra, Commissioner's Court Executive Officer

\_\_\_\_\_  
Heriberto Perez

\_\_\_\_\_  
Hortencia Perez

**DISPUTE RESOLUTION BY BINDING ARBITRATION**

At any party's request, any and all disputes arising under or relating to this real estate closing and the closing or settlement services rendered by **Sierra Title of Hidalgo County, Inc.** will be submitted to an arbitrator or arbitrating body for binding arbitration and prompt resolution. Both the Title Company and Customer agree to be bound by this provision and the results of said arbitration. Customer understands and agrees that she/he has the right to consult independent counsel regarding this provision and if accepted, the provision will eliminate all Parties' right to a jury trial in any and all disputes that may arise against each other.

County of Hidalgo

BY: \_\_\_\_\_  
Valde Guerra, Commissioner's Court Executive Officer

\_\_\_\_\_  
Heriberto Perez

\_\_\_\_\_  
Hortencia Perez

\_\_\_\_\_  
SIERRA TITLE OF HIDALGO COUNTY, INC.

**BUYER'S MAILING ADDRESS VERIFICATION FORM**

**\*\*THIS FORM MUST BE FILLED OUT COMPLETELY\*\***

GF No.: 0003179245

Borrower/Buyer Name(s): County of Hidalgo

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

\_\_\_\_\_  
Street Address (include Unit no. or Apt. no.)

\_\_\_\_\_  
P.O. Box

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

Phone Information

Buyer One

Buyer Two

Home No.: \_\_\_\_\_

\_\_\_\_\_

Business No.: \_\_\_\_\_

\_\_\_\_\_

Mobile No.: \_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_

Date of Birth: \_\_\_\_\_

\_\_\_\_\_

Social Security No.: \_\_\_\_\_

\_\_\_\_\_

Drivers License No.: \_\_\_\_\_

\_\_\_\_\_

County of Hidalgo

\_\_\_\_\_  
Date

**MARITAL STATUS AFFIDAVIT**

G.F. NO.: 0003179245

**State of Texas  
County of Hidalgo**

BEFORE ME, the undersigned authority, on this day personally appeared Heriberto Perez, the undersigned, personally known to me, who after having been duly sworn upon oath, deposed and said:

My name is Heriberto Perez and I am the owner of the following described property:

**PARCEL 2:**

Being a 436 square foot or 0.01 acre tract of land situated in the City of Hidalgo, Hidalgo County, Texas, out of Lot 15, Block 3, Hidalgo Canal Company Subdivision, as recorded in Volume Q, Page 177, of the Deed Records, Hidalgo County, Texas, and being out of a 0.864 (calc.) acre tract of land, conveyed by a Warranty Deed with Vendor's Lien, dated December 18, 1998, from Denis W. Gaines and wife, Patricia Gaines to Heriberto Perez, as recorded in Document No. 738851, of the Official Records, Hidalgo County, Texas, said 436 square foot or 0.01 of an acre tract being more particularly described by metes and bounds as follows:

**SEE EXHIBIT "A" FOR DESCRIPTION OF PARCEL 2.**

**INITIAL:**

- ( ) I was a married person at the time I acquired the herein described property and have remained married continuously since that time to the present. to: \_\_\_\_\_
- ( ) I was a single person at the time I acquired the herein described property and have remained single continuously since that time to the present.
- ( ) I became a single person on \_\_\_\_\_, being the date of my divorce; death of my spouse, etc. Since that date (i) I have remained single; or, (ii) I remained single until \_\_\_\_\_ being the date of my marriage to \_\_\_\_\_. I have remained married to \_\_\_\_\_ from that day to the present.
- ( ) I was a single person at the time I acquired the described property, and I remained single continuously from that date until \_\_\_\_\_, being the date of my marriage to \_\_\_\_\_. I have remained married to \_\_\_\_\_ from that day to the present.

I understand that Sierra Title of Hidalgo County, Inc., as a duly authorized agent for Sierra Title Insurance Guaranty Company, Inc., (hereinafter "Title Company") is to issue policy(ies) of title insurance insuring the title to the above described real property. I understand that the Title Company will rely upon, and accepts as true, the representations made in this affidavit. I further hereby indemnify and hold harmless the Title Company for all liability, costs and attorney fees, it may incur as a result of its: (i) reliance upon this affidavit; or, (ii) issuance of a policy or policies of title insurance, either now or in the future, describing the Real Property, or any part thereof, and providing coverage based upon any of the matters set forth herein.

Any ambiguities in this affidavit shall be construed and interpreted in favor of the Title Company. In this affidavit, in order to create a reasonable construction of meaning, where the context so requires: (i) the singular shall include the plural; (ii) the plural shall include the singular; and, (iii) the use of any gender shall include all genders.

I am aware of the penalties for perjury under Federal Law, which includes the execution of a false affidavit, pursuant to 18 U.S.C.S. Section 1621 wherein it is provided that anyone found guilty under this title shall be subject to fine(s) or imprisonment, or both. I am also aware that perjury in the execution of a false affidavit is also

a criminal act pursuant to Section 37.02 of the Texas Penal Code. Finally, I am aware that under Section 32.46 of the Texas Penal Code, a person commits an offense if, with intent to defraud or harm any person, he, by deception, causes another to sign or execute any document affecting property or service or the pecuniary interest of any person, and that an offense under such Section is (i) a felony of the third degree if the value of the property, service, or pecuniary interest is \$20,000.00 or more, but less than \$100,000.00, which is punishable by a fine of \$10,000.00 and confinement in the Texas Department of Corrections for a term of not more than 10 years or less than 2 years; (ii) a felony of second degree if the value of the property, service, or pecuniary interest is \$100,000.00 or more, but less than \$200,000.00, which is punishable by a fine of \$10,000.00 and confinement in the Texas Department of Corrections for a term of not more that 20 years or less than 2 years, or; (iii) a felony of the first degree if the value of the property, service, or pecuniary interest is in excess of \$200,000.00, which is punishable by a fine of not to exceed \$10,000.00 and confinement in the Texas Department of Corrections for a term of not more than 99 years or less than 5 years.

Affiant further saith not.

Witness my hand this the \_\_\_\_\_ day of September, 2019

\_\_\_\_\_  
Heriberto Perez

State of Texas

County of Hidalgo

I, the undersigned, a Notary Public for the County of Hidalgo and State of Texas, do hereby certify that Heriberto Perez and Hortencia Perez personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 11th of September, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires:

(SEAL)

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

File No.: 0003179245  
SUBJECT PROPERTY: Lot(s): 15, Block: 3  
Hidalgo Canal Company

STATE OF TEXAS  
COUNTY OF HIDALGO

Before me, the undersigned authority on this day personally appeared Heriberto Perez and Hortencia Perez.  
Seller or Owner-Borrower\* or Contractor (if new construction)

personally known to me to be the person whose name is subscribed hereto and upon his oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him and that the marital status of affiant has not changed since the day of acquisition of said property and represents to the purchaser and/or Lender in this transaction that there are:

1. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise except the following: (If NONE, write "NONE" on blank line)
- |          |                    |
|----------|--------------------|
| Creditor | Approximate Amount |
| _____    | _____              |
| _____    | _____              |

2. No loans or liens (including Federal or State Liens and Judgment Liens) and no unpaid governmental or association taxes or assessments of any kind on such property except the following: (If NONE, write "NONE" on blank line)
- |          |                    |
|----------|--------------------|
| Creditor | Approximate Amount |
| _____    | _____              |
| _____    | _____              |

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied, except as follows: (If NONE, write "NONE" on blank line)
- \_\_\_\_\_

4. No parties are in possession other than affiant, except as follows: (If NONE, write "NONE" on blank line)
- \_\_\_\_\_

5. \*To be filled in if a sale -\*The Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations). Seller's U.S. employer identification number (or social security number) is: 551-76-8999 / \_\_\_\_\_. Seller's address (office address, if seller is an entity; home address if seller is an individual) is:  
1013 Vanessa Ave., McAllen, TX 78503

This affidavit may be disclosed to the Internal Revenue Service and is furnished to Buyer to inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code.

**INDEMNITY:** I AGREE TO PAY ON DEMAND TO THE PURCHASERS AND/OR LENDER IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART THEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME, KNOWN BY ME, OR HAVE AN INCEPTION DATE PRIOR TO THE CONSUMMATION OF THIS TRANSACTION.

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

\_\_\_\_\_  
Heriberto Perez

\_\_\_\_\_  
Hortencia Perez

State of Texas

County of Hidalgo

I, the undersigned, a Notary Public for the County of Hidalgo and State of Texas, do hereby certify that Heriberto Perez and Hortencia Perez personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 11th of September, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires:

(SEAL)

\*Note: This form is to be filled in and signed by seller in case of sale. If no sale, it is to be filled in and signed by the owner-borrower. If there is any new construction, the contractor must also join in this form or fill in and sign a separate one.

\*If seller is a non-resident alien, foreign corporation, etc., call your manager or Legal Department.

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

Revised 01/02

**INSTRUCTIONS FOR DISBURSEMENT OF  
SELLERS PROCEEDS**

Call when check is ready:

Seller(s) at home \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

Realtor at: \_\_\_\_\_

Other: \_\_\_\_\_ at Phone No.: \_\_\_\_\_

Mail Check to: \_\_\_\_\_  
\_\_\_\_\_

Federal Express check to: \_\_\_\_\_  
\_\_\_\_\_

Wire Transfer funds to:

Name of Receiving Bank: \_\_\_\_\_

Address of Receiving Bank: \_\_\_\_\_

ABA No.: \_\_\_\_\_

Credit to the account of: \_\_\_\_\_

Account Holder Address: \_\_\_\_\_

Account No.: \_\_\_\_\_

Make Check Payable to Seller's Attorney:

\_\_\_\_\_, Trustee

\_\_\_\_\_  
Heriberto Perez

\_\_\_\_\_  
Hortencia Perez

**SUBSTITUTE FORM 1099-S**  
**PROCEEDS FROM REAL ESTATE TRANSACTIONS**  
**FOR THE TAX YEAR: 2019**  
 OMB No. 1545-0997

**SETTLEMENT AGENT/FILER'S NAME AND ADDRESS**  
 Sierra Title of Hidalgo County, Inc.

Filer's Federal Tax ID Number:  
 Order Number:

74-1649949  
 0003179245

3401 N. 10th Street  
 McAllen, TX 78501  
 956-682-8321

**SELLER/TRANSFEROR'S NAME AND ADDRESS**

Transferor's Federal Tax ID Number:

551-76-8999

Heriberto Perez  
 Hortencia Perez  
 1013 Vanessa Ave.  
 McAllen, TX 78503

SSN

1) Date of Closing: 09/11/19	2) Gross Proceeds: 8,500.00	4) X here if property or services received:	5) X here if foreign person:	6) Buyer's part of real estate tax: 0.00
3) Address or Legal Description: 2600 Block N. State Highway 336/Hidalgo				

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

YOU ARE REQUIRED BY LAW TO PROVIDE SIERRA TITLE OF HIDALGO COUNTY, INC. WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER. IF YOU DO NOT PROVIDE SIERRA TITLE OF HIDALGO COUNTY, INC. WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW.

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE NUMBER SHOWN ABOVE ON THIS STATEMENT IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER.

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

\_\_\_\_\_  
 Heriberto Perez

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Hortencia Perez

\_\_\_\_\_  
 Date

**INSTRUCTIONS FOR TRANSFEROR:**

Sign and return a copy of this form immediately to Sierra Title of Hidalgo County, Inc.

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the instructions for Schedule D (Form 1040). If the real estate was not your main home, report the transaction on Form 4797, Form 6252, and/or the Schedule D for the appropriate income tax form. If box 4 is checked and you received or will receive like-kind property, you must file Form 8824.

**Federal mortgage subsidy.** You may have to recapture (pay back) all or part of a federal mortgage subsidy if all the following apply:

- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1990.
- You sold or disposed of your home at a gain during the first 9 years after you received the federal mortgage subsidy.
- Your income for the year you sold or disposed of your home was over a specified amount.

This will increase your tax. See Form 8828, and Pub. 523.

**Transferor's identification number.** For your protection, this form may show only the last four digits of your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN). However, the issuer has reported your complete identification number to the IRS.

**Account number.** May show an account or other unique number the filer assigned to distinguish your account.

**Box 1.** Shows the date of closing.

**Box 2.** Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid off at settlement. Box 2 does not include the value of other property or services you received or will receive. See Box 4.

**Box 3.** Shows the address or legal description of the property transferred.

**Box 4.** If marked, shows that you received or will receive services or property (other than cash or notes) as part of the consideration for the property transferred. The value of any services or property (other than cash or notes) is not included in box 2.

**Box 5.** If checked, shows that you are a foreign person (nonresident alien, foreign partnership, foreign estate, or foreign trust).

**Box 6.** Shows certain real estate tax on a residence charged to the buyer at settlement. If you have already paid the real estate tax for the period that includes the sale date, subtract the amount in box 6 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "Other income" line of the appropriate income tax form. For more information, see Pub. 523, Pub. 525, and Pub. 530.

For Paperwork Reduction Act Notice, see the 2019 General Instructions for Certain Information Returns.  
 Department of the Treasury - Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Heriberto Perez	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. 1013 Vanessa Ave.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code McAllen, TX 78503	
<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
5	5	1	-	7	6	-	8	9	9
OR									
Employer identification number									
			-						

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



**SELLER'S MAILING ADDRESS VERIFICATION FORM**

**\*\*THIS FORM MUST BE FILLED OUT COMPLETELY\*\***

GF No.: 0003179245

Seller Name(s): Heriberto Perez

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

\_\_\_\_\_  
Street Address (include Unit no. or Apt. no.)

\_\_\_\_\_  
P.O. Box

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

Phone Information

Seller One

Seller Two

Home No.: \_\_\_\_\_

\_\_\_\_\_

Business No.: \_\_\_\_\_

\_\_\_\_\_

Mobile No.: \_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_

Date of Birth: \_\_\_\_\_

\_\_\_\_\_

Social Security No.: \_\_\_\_\_

\_\_\_\_\_

Drivers License No.: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Heriberto Perez

\_\_\_\_\_  
Date