

PLANNING DEPT. PCTS 1 WATER SERVICE AVAILABILITY		
	APPLICANT	APPLICATION NO.
1.	REYNALDO GARZA	1-3433
	COMM. COURT: AUGUST 25, 2020	



PLANNING DEPARTMENT

Rev. 05-18-20

County of Hidalgo

Main Office
1304 South 25th 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

Application No: 1-3433

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

Upon the application of:

Name: Reynaldo Garza

Address: 8675 Nittler Rd
Monte Alto Tx
78538

Phone: 801-654-7077

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

Water Supplier: N.A.W.S

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:

MTL - 1N208.71' - W292.58' ~ W17.58' AC Lot 2
D453 1.16 AC MET

[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

County of Hidalgo

Rev. 05-18-20

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1304 South 25 th Street	1902 Joe Stephens Ave.	2401 N. Moorefield Rd.
Edinburg, Texas 78542	Weslaco, TX 78596	Mission, TX 78572
956-318-2840	956-968-4734	956-205-7045
956-318-2844	956-973-7850	956-205-7049

T.J. Arredondo, CFM
Director of Planning

Precinct 1 2 3 4

Application No: 1-3433

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

Reynaldo Garza

Known to me [or proyed to me in the oath of ~~Theresa Garza~~ or through ~~TX LP 11819260~~] (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:

MTLD N208. 71'-W242. 58'-W17, 58 AC LOT 2 BLK 53 1.16 AC MET

[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."

[Signature] (Signature)

SUBSCRIBED AND SWORN TO before me on Aug 14, 2020, to certify which, witnesses my hand and seal of office.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



COUNTY OF HIDALGO
PLANNING DEPARTMENT

Permit No.: Permit 1-3433
Receipt No.: 013715
M0150-00-053-0002-04

Main Office 1304 South 25th Street Edinburg, Texas 78542 Ph: 956-318-2840 Fax: 956-318-2844	Precinct No. 1 Substation 1902 Joe Stephens Ave. Weslaco, Texas 78596 Ph: 956-968-4734 Fax: 956-973-7850	Precinct No. 3 Substation 2401 N. Moorefield Rd. Mission, Texas 78572 Ph: 956-205-7045 Fax: 956-205-7049
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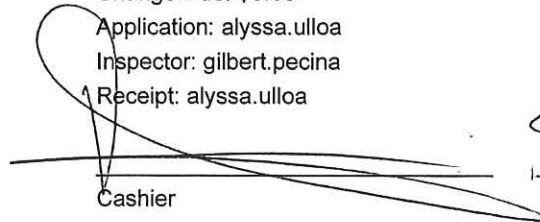
GARZA REYNALDO
8675 NITTLER RD
MONTE ALTO, TX 78538
(801) 654-7077
(801) 654-7077

- [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: M T L & I N208.71'-W242.58'-W17.58AC LOT
2 BLK 53 1.16AC NET
- [6] Location: NITTLER RD. & MILE 4 1/2 W.
- [7] Sewage: N/A
- [8] Construction Type: Wood
- [9] Est. Cost of Construction: \$6000
- [10] Flood Zone: Zone X

Community Panel Number: 4803340350C
Precinct: 1
Certification of Elevation Required: No
Setbacks: Front 50', Rear 15', Side 6', Side ', Corner 15'
Special Conditions: MUST COMPLY WITH ALL COUNTY
SETBACKS & REGULATIONS
Description: Permit 1-3433
Price: \$30.00

Total Amount.....\$30.00

Method of Payment: Cash
Check/M.O.#:
Payment: \$30.00
Change Due: \$0.00
Application: alyssa.ulloa
Inspector: gilbert.pecina
Receipt: alyssa.ulloa


Cashier
Date 8/12/20

[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

8-12-20
Date

Special 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: 5/26/2020

Grantor: Selous Property, Investment Group, LLC

Grantor's Mailing Address: 3827 N 10th Street, Suite 304, McAllen, Texas 78501

Grantees: Reynaldo Garza

Grantee's Mailing Address: 30005 Jovita St. Mission, Tx 78573

Consideration: Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements): 1.16 ACRES, MORE OR LES, OUT OF LOT 2, BLOCK 53, MISSOURI-TEXAS LAND & IRRIGATION COMPANY'S SUBDIVISION, A SUBDIVISION IN HIDALGO COUNTY TEXAS, AS DESCRIBED BY METES IN BOUNDS IN DEED EXECUTED JULY 10, 1986 FROM SHIELDS FARMS, INC., TO ROLANDO SANCHEZ, ETUX, RECORDED IN VOLUME 2316, PAGE 234, DEED RECORDS OF HIDALGO COUNTY, TEXAS.

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Validly existing easements, rights-of-way, restrictions, set-back lines, or prescriptive rights, whether of record or not; all easements, rights-of-way, restrictions, set-back lines, or other matters recorded in the Map Records of Hidalgo County, Texas;
4. All presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property;
5. Validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or bound-ary lines; any encroachments or overlapping of improvements;
6. All rights, obligations, and other matters arising from and existing by reason of the Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority; and
7. Taxes for the current year and subsequent years, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the

payment of which Grantee assumes/but not subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantor assumes.

Conveyance:

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 when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty.

Vendor's Lien:

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.

Harold K. Foraker

Harold K. Foraker, Managing Member,
Selous Property Investment Group, LLC

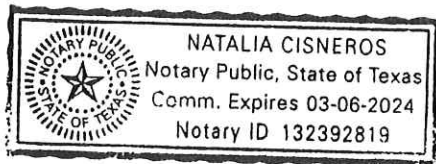
ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 26 day of May, 2020, by Harold K. Foraker, Managing Member, Selous Property Investment Group, LLC

Natalia C

Notary Public, State of Texas



SKC

VOL 2316 Page 234

173166

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS
COUNTY OF HIDALGO

} KNOW ALL MEN BY THESE PRESENTS:

That SHIELDS FARMS, INC., a Texas Corporation, acting by and through its
duly authorized officers;

of the County of Hidalgo and State of Texas for and in

consideration of the sum of TEN AND NO/100 (\$10.00)-----

-----DOLLARS

and other valuable consideration to the undersigned paid by the grantees herein named, the receipt of which
is hereby acknowledged, and the further consideration of the execution and delivery by
Grantees herein of their one certain promissory note of even date
herewith in the principal sum of Four Thousand and NO/100 (\$4,000.00)
Dollars, payable to the of Grantor hereinabove named, payable as
therein specified;

the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed
of trust of even date herewith to CARL M. HIGDON, JR. Trustee,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto
ROLANDO SANCHEZ and wife, MARIA DE LOS ANGELES SANCHEZ
Rt. 1, Box 108, Edcouch, Texas 78538

of the County of Hidalgo and State of Texas, all of the following described real

property in Hidalgo County, Texas, to-wit:
1.01 acres, more or less, out of the Northwest corner of Lot
2, Block 53, Missouri-Texas Land & Irrigation Company's
Subdivision, Hidalgo County, Texas, more particularly described
by metes and bounds as follows, to-wit:

BEGINNING at the Northwest corner of said Lot 2;
THENCE, East, along the North line of said Lot 2 a distance
of 242.58 feet;
THENCE, South, a distance of 208.71 feet; VOL 2316 PAGE 235
THENCE, West, a distance of 242.58 feet;
THENCE, North, a distance of 208.71 feet to the PLACE OF
BEGINNING.

SAVE AND EXCEPT all oil, gas and other minerals.

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 grantees, their heirs and assigns forever; and it do hereby bind itself, its successors, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

EXECUTED this 10th day of July, A. D. 19 86

ATTEST:

BY: Geraldine V. Shields
GERALDINE V. SHIELDS, Secretary

SHIELDS FARMS, INC.

C. B. Shields, Jr.
C. B. SHIELDS, JR., President

Mailing address of each grantee:

Name: Rolando Sanchez
Address: Rt. 1, Box 108
Edcouch, TX 78538

Name: Maria de los Angeles Sanchez
Address: Rt. 1, Box 108
Edcouch, Texas 78538

(Acknowledgment)

STATE OF TEXAS }
COUNTY OF

This instrument was acknowledged before me on the 16th day of July, 1986,
by

Notary Public, State of Texas
Notary's name (printed): Nelda Salinas
Notary's commission expires: 8/8/89

(Acknowledgment)

STATE OF TEXAS }
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 19____,
by

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

(Acknowledgment)

STATE OF TEXAS }
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 19____,
by

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

(Corporate Acknowledgment)

STATE OF TEXAS }
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 16th day of July, 1986,
by G. B. SHIELDS, JR.,
of SHIELDS FARMS, INC.,
a Texas corporation, on behalf of said corporation.

Nelda Salinas
Notary Public, State of Texas
Notary's name (printed): Nelda Salinas
Notary's commission expires: 8/8/89

AFTER RECORDING RETURN TO:

Mr. & Mrs. Rolando Sanchez
Rt. 1, Box 108
Edcouch, Texas 78538

PREPARED IN THE LAW OFFICE OF:

CARL M. HIGDON, JR.
ATTORNEY AT LAW
P. O. BOX 822
ELSA, TEXAS 78543



FILED FOR RECORD
36 JUL 18 PM 12 27
J. E. ...
COUNTY CLERK
DALGO COUNTY, TEXAS

173166

U.P. 207432

VOL 2218 TAG: 187

Chy
9w

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.
Revised as to sale on default (§ 51.002, Prop. Code) 10-83.

RENEWAL 141726
DEED OF TRUST

THE STATE OF TEXAS
COUNTY OF HIDALGO

} KNOW ALL MEN BY THESE PRESENTS:

That WE, NORMAN CHRISTIAN, and wife, ANNE LOUISE CHRISTIAN,

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 Guy C. Fambrough, Trustee, of Willacy County, Texas, and his substitutes or successors, all of the following described property situated in Hidalgo County, Texas, to-wit:

One and two-tenths (1.2) acre of land out of the West one-half (W. 1/2) of Lot Number Two (2), Block Number Fifty-three (53) of the Missouri-Texas Land and Irrigation Company's Subdivision of land out the Las Mestenas Grant in Hidalgo County, Texas, according to the map or plat thereof appearing of record in Volume 1, Page 29, of the Map Records of Hidalgo County, Texas, said one and two-tenths (1.2) acre of land being described as follows:

BEGINNING AT A POINT in the North line of said Lot 2, a distance of 242.58 feet East of the Northwest corner of said Lot 2, for the Northwest corner of this tract;

THENCE East along the North line of said Lot 2 a distance of 250.42 feet to a point for the Northeast corner of this tract;

THENCE South on a line parallel to the West line of said Lot 2 a distance of 208.71 feet to a point for the Southeast corner of this tract;

THENCE West on a line parallel to the North line of said Lot No. 2, a distance of 250.42 feet to a point for the Southwest corner of this tract;

THENCE North on a line parallel to the West line of said Lot 2, a distance of 208.71 feet to a POINT OF BEGINNING, containing one and two-tenths (1.2) acre of land, more or less:

SAVE AND EXCEPT all of the oil, gas and other minerals in and under said tract.

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 that one certain promissory note _____ of even date herewith in the principal sum of _____

Fourteen Thousand One Hundred and no/100ths Dollars (\$ 14,100.00)

executed by Grantors, payable to the order of _____

RAYMONDVILLE BANK OF TEXAS, at its offices at 7th and Hidalgo, P.O. Box 869

in the City of Raymondville, Willacy County, Texas, as follow, to-wit: in sixty (60) monthly installments commencing December 15, 1985, as therein provided,

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 wind-storm, 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, and mailing and filing notices as required by section 51.002, Texas Property Code, as then amended (successor to article 3810, Texas Revised Civil Statutes), and otherwise complying with that statute, the Trustee shall sell the above described property, then subject to the lien hereof, at public auction in accordance with such notices 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 percent (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, if he is the highest bidder, shall have the right to purchase at any sale of the property, 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 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 Note hereby secured is given in renewal and extension of the sum of \$14,100.00 left owing and unpaid by Grantors herein upon that one certain promissory note in the original principal amount of \$25,000.00, dated September 20, 1978, executed by Grantors, and payable to the order of George F. Patterson, and transferred and assigned together with all liens securing the same to H. G. George and W. D. Dean which note was secured by a Mechanic's Lien Contract with Power of Sale covering improvements to the herein described property recorded in Volume 246, Page 749-754 Mechanic's Lien Records, Hidalgo County, Texas, thereafter transferred to Cornelia Ann Conn by instrument recorded in Volume 246, Pages 747-748, Mechanic's Lien Records, Hidalgo County, Texas, and which said note was renewed and extended in the amount of \$17,000.00 by promissory note dated November 10, 1978, executed by the Makers herein to the said Cornelia Ann Conn and secured by Deed of Trust of record in Volume 925, Pages 59-62, Deed of Trust Records, Hidalgo County, Texas, upon the herein described real property, which lien is hereby expressly acknowledged by Grantors to be a valid and subsisting lien against the property herein described, (which said Note, together with the lien securing the same, has been duly assigned and transferred to the Beneficiary herein) and it is expressly agreed that said lien is hereby renewed, extended and continued in full force and effect to secure the payment of the Note hereby secured.

Grantor COVENANTS that as long as any part of the obligation set out herein remains unpaid, neither grantor nor his heirs, executors or assigns shall grant, sell, transfer, assign, convey or dispose of any part or all of the above-described mortgaged premises offered for security herein (regardless of whether the buyer or assignee "assumes" the obligations or takes the mortgaged property "subject to" such obligations) without first obtaining the consent of the Beneficiary. In the event of the violation of this covenant, the same shall constitute a default, for which this Trust may be enforced, either by the Beneficiary's right of foreclosure or other remedy as set out herein.

EXECUTED this 15th day of November, 1985.


Norman Christian, Grantor


Anne Louise Christian, Grantor

Mailing address of trustee:

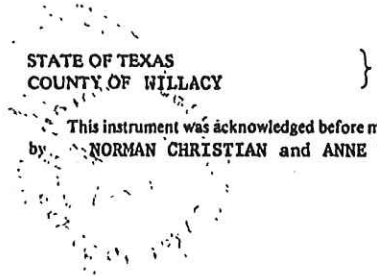
Name: Guy C. Fambrough
Address: P.O. Box 869
Raymondville, Texas 78580

Mailing address of each beneficiary:

Name: Raymondville Bank of Texas
Address: P.O. Box 869
Raymondville, Texas 78580

Name:
Address:

(Acknowledgment)



STATE OF TEXAS }
COUNTY OF WILACY }

This instrument was acknowledged before me on the
by NORMAN CHRISTIAN and ANNE LOUISE CHRISTIAN

day of November , 1985 .

[Signature]
Notary Public, State of Texas
Notary's name (printed): ROGER ROBINSON
Notary's commission expires: 2/20/88
NOTARY PUBLIC IN AND FOR
WILACY COUNTY, TEXAS

(Acknowledgment)

STATE OF TEXAS }
COUNTY OF }

This instrument was acknowledged before me on the
by

day of , 19 ,

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

Notary's commission expires:

(Corporate Acknowledgment)

STATE OF TEXAS }
COUNTY OF }

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

day of , 19

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

Notary's commission expires:

AFTER RECORDING RETURN TO:

Raymondville Bank of Texas
P.O. Box 869
Raymondville, Texas 78580

PREPARED IN THE LAW OFFICE OF:

Roger Robinson
P.O. Box 898
Raymondville, Texas 78580

CHARGE:
EDWARDS ABSTRACT & TITLE CO.

VOL 2218 PART 191.

FILED FOR RECORD
NOV 27 PM 4 03
J. EDGAR LUIZ
COUNTY CLERK
HIDALGO COUNTY, TEXAS

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