

CERTIFICATE FOR RESOLUTION

STATE OF TEXAS §
COUNTY OF HIDALGO §
§

I, the undersigned County Clerk of Hidalgo County, Texas (the “County”), hereby certify as follows:

1. The Hidalgo County Commissioners Court convened in a special meeting on May 19, 2020, at the regular meeting place thereof, within the County, and the roll was called of the duly constituted officers and members of the County Commission, to wit:

Richard F. Cortez	Hidalgo County Judge
David Fuentes	Commissioner, Precinct No. 1
Eduardo “Eddie” Cantu	Commissioner, Precinct No. 2
Joe M. Flores	Commissioner, Precinct No. 3
Ellie Torres	Commissioner, Precinct No. 4

and all of such persons were present thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting:

APPROVAL TO PURCHASE REAL PROPERTY KNOWN AS LOTS 8 THRU 11, INCLUSIVE, AND LOTS 16 THRU 22, INCLUSIVE, BLOCK 9, TOWNSITE OF SAN CARLOS, HIDALGO COUNTY, TEXAS, IN ACCORDANCE WITH THE TERMS OF THE REAL ESTATE SALES CONTRACT APPROVED BY COMMISSIONERS COURT WITH AUTHORITY FOR THE COUNTY JUDGE AND OR EXECUTIVE OFFICER TO EXECUTE THE CLOSING DOCUENTS OF SUCH REAL PROPERTY ACQUISITON.

The action item was duly presented for the consideration. It was then duly moved and seconded that the item pass; and, after due discussion, such motion, prevailed and carried by the following vote:


AYES: 5 NAYS: 0 ABSTENTIONS: 0

2. That a full and correct excerpt from the County Commission’s minutes of such meeting pertaining to the purchase; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the County Commission as indicated therein; that each of the officers and members of the County Commission was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and subject of the aforesaid meeting, and that the item would be introduced and considered for passage at such meeting, and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; that such meeting was open to the public as required by law; and that

public notice of the date, hour, place and subject of such meeting was given as required by the Open Meetings Law, Chapter 551, Texas Government Code.

SIGNED AND SEALED this 19th day of May, 2020.

HIDALGO COUNTY
COMMISSIONERS CLERK
HIDALGO COUNTY, TEXAS
Antonio Guajardo Jr.
Hidalgo County Clerk



HUD-1, Attachment

Buyer: The County of Hidalgo
2818 S. Bus. Hwy. 281
Edinburg, TX 78539

Seller: Lydia R. Maldonado
6257 E. Hwy. 107
Edinburg, TX 78539

Lender:

Settlement Agent: Edwards Abstract and Title Co.
(956)682-4951

Place of Settlement: 4228 N. McColl Road
McAllen, TX 78504

Settlement Date: May 19, 2020

Disbursement Date: May 19, 2020

Property Location: LOTS 8-11, INCLUSIVE, AND LOTS 16-22, BLK 9, TOWNSITE OF SAN CARLOS, SAVE AND EXCEPT the South 10 ft of LOTS 18,19,20,21, AND 22 CONVEYED TO THE STATE HIGHWAY COMMISSION
San Carlos, TX
Hidalgo County, Texas
LOTS 8-11, INCLUSIVE, AND LOTS 16-22, BL

CERTIFICATION: 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.

Purchasers/Borrowers:

The County of Hidalgo
BY: Richard F. Cortez
Valde Guerra

Date: 5/19/20

Sellers:

Lydia R. Maldonado

Date: _____

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.

Edwards Abstract and Title Co.

Date: _____

SELLER'S AND/OR PURCHASER'S STATEMENT Seller's and Purchaser's signature hereon acknowledges his/their approval of tax proration and signifies their understanding that proration were based on taxes for the preceding year, or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Such financial institution may provide Title Company computer accounting and audit services directly or through a separate entity which, if affiliated with Title Company, may charge the financial institution reasonable and proper compensation therefore and retain any profits therefrom. Any escrow fees paid by any party involved in this transaction shall only be for check writing and input to the computers, but not for aforesaid accounting and audit services. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Sellers and Purchasers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

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.

Purchasers/Borrowers:

The County of Hidalgo
BY: Richard F. Cortez
Valde Guerra

Date: 5/19/20

Sellers:

Lydia R. Maldonado

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.

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/20 *[Signature]*

ADDENDUM TO CLOSING STATEMENT

GF No.: 2020-927946

The undersigned hereby acknowledge and agree that:

1. Edwards Abstract and Title Co. has assembled the information for this closing statement from third parties utilizing the best information available; however, Edwards Abstract and Title Co. cannot guarantee the accuracy of any information furnished to it by third parties;
2. in the event any amount reflected on the closing statement is insufficient to satisfy the item in full, that the responsible party will pay to Edwards Abstract and Title Co. in McAllen, Texas, such additional amount within five (5) days of a written request for payment, or if sufficient funds are available in escrow, execute an amended closing statement authorizing the additional disbursement;
3. all taxes have been paid to all taxing agencies taxing the property and that there are no unpaid taxes on the property other than those being paid as a part of this transaction;
4. **Edwards Abstract and Title Co.** may be required to report certain information concerning this transaction to the Internal Revenue Service;
5. Any real estate agent, lender or title company involved in this transaction be furnished with a copy of the closing statement and;
6. **Edwards Abstract and Title Co.** is authorized to make the expenditures and disbursements reflected in the closing statement.

The undersigned acknowledge receipt of funds paid directly to the undersigned, or to third parties for the benefit of the undersigned, in the amounts shown on the closing statement, and the receipt of a copy of the closing statement.

Executed this 19th day of May, 2020.

Lydia R. Maldonado

The County of Hidalgo

BY: _____

~~Richard F. Gortez~~

Valde Guerra

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

File No.: 2020-927946

SUBJECT PROPERTY: Lots 8 thru 11, inclusive, and Lots 16 thru 22, inclusive, Block 9, TOWNSITE OF SAN CARLOS, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 5, Page 1, Map Records, Hidalgo County, Texas. SAVE AND ECEPT the South 10.00 feet of Lots 18 thru 22, conveyed to the STATE HIGHWAY COMMI
Continued on next page.

STATE OF TEXAS
COUNTY OF HIDALGO

Before me, the undersigned authority on this day personally appeared Lydia R. Maldonado

Seller or Owner-Borrower* or Contractor (if new construction)

personally known to me or proved to me through identity card or other document 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:

Table with 2 columns: Secured Party, Approximate Amount. Includes three rows of blank lines for entry.

- 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:

Table with 2 columns: Creditor, Approximate Amount. Includes three rows of blank lines for entry.

- 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.

- 4. No parties are in possession other than affiant, except as follows:

Blank lines for listing parties in possession.

*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: Seller's address (office address, if seller is an entity; home address if seller is an individual) is: 6257 E. Hwy. 107, Edinburg, TX 78539. 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.

Lydia R. Maldonado

Sworn to and subscribed before me this 19th day of May, 2020.

Notary Public in and for the State of Texas

*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 9-92

continuation of legal description:

SSION by Deed dated October 20, 1932, recorded in Volume 380, Page 546, Deed Records, Hidalgo County, Texas.

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT NOTICE

To: The County of Hidalgo
and
Lydia R. Maldonado

Property: LOTS 8-11, INCLUSIVE, AND LOTS 16-22,
BLK 9, TOWNSITE OF SAN CARLOS

SAVE AND EXCEPT the South 10 ft of LOTS
18,19,20,21, AND 22 CONVEYED TO THE
STATE HIGHWAY COMMISSION

From: Edwards Abstract and Title Co.

Date: May 19, 2020

GF No.: 2020-927946

This is to give you notice that Edwards Abstract and Title Co. has a business relationship with Hidalgo and Cameron Counties Tax Information and Delivery Service, LLC. and the law firm of Lewis Pena Falcon & Cook. The Owners of Edwards Abstract and Title Co. own 100% of Hidalgo and Cameron Counties Tax Information and Delivery Service, LLC. Byron Jay Lewis has ownership interest in Edwards Abstract and Title Co. and is the equity Partner in the law firm of Lewis Peña Falcon & Cook. Because of these relationships, these referrals may provide Edwards Abstract and Title Co. 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 providers as a condition for settlement of your loan or purchase, sale, or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE 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.

<u>Provider</u>	<u>Service</u>	<u>Charge or Range of Charge</u>
Hidalgo and Cameron Counties Tax Information and Delivery Service, LLC	Tax Service	\$78.52 plus tax for each tax account
Hidalgo and Cameron Counties Tax Information and Delivery Service, LLC	Delivery Service	\$7.50 one way for delivery
Lewis Pena Falcon & Cook Attorneys At Law	Document Preparation	Usual charges for document preparation ranges from \$75 to \$250

ACKNOWLEDGMENT

I/We have read this disclosure form, and understand that Edwards Abstract and Title Co. is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

SELLER:

Lydia R. Maldonado

BUYER:

The County of Hidalgo

BY: _____

Richard F. Cortez

Valde Guerra

TAX LETTER

TO: EDWARDS ABSTRACT AND TITLE CO.

RE: 2020-927946

SELLER AND BUYER of the following described real estate, to-wit: called the "Property"

Lots 8 thru 11, inclusive, and Lots 16 thru 22, inclusive, Block 9, TOWNSITE OF SAN CARLOS, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 5, Page 1, Map Records, Hidalgo County, Texas. SAVE AND ECEPT the South 10.00 feet of Lots 18 thru 22, conveyed to the STATE HIGHWAY COMMI Continued on next page.

The undersigned hereby acknowledge the following:

- 1 That EDWARDS ABSTRACT AND TITLE CO. as closing agent, has pro-rated taxes covering the Property for the year 2020 between Buyer and Seller as of the closing and/or proration date as reflected on the closing statements, using tax figures for the year 2019, obtained from and furnished by each of the following taxing agencies taxing such property, to-wit:

County of Hidalgo
City of San Carlos
I.S.D.
Water District

- 2. That EDWARDS ABSTRACT AND TITLE CO. has no responsibility for and does not guarantee the accuracy of the tax figures furnished it by such taxing agencies.
3. That in the event the taxes change, and are greater or lesser than the prior year's taxes used by EDWARDS ABSTRACT AND TITLE CO. in the prorations, Buyer and Seller shall look solely to each other for any adjustments to be made in the pro-rations and agree that EDWARDS ABSTRACT AND TITLE CO. shall not be responsible therefore, in any manner.
4. That EDWARDS ABSTRACT AND TITLE CO. is not responsible for notifying the taxing agencies of the change in ownership of the Property and of the correct mailing address for mailing of future tax statements and that the Buyer shall be solely responsible for such notification to such agencies. The Tax Statements will continue to be sent to the previous owner unless the Hidalgo County Appraisal District has received property notification of the change of ownership.

Upon receipt of the recorded Warranty Deed, which is mailed to you directly from the Hidalgo County Clerk's office, you should immediately take it to:

At the Hidalgo County Appraisal District office, you should do the following:

- 1. Advise them of your mailing address
2. Apply for any exemptions
3. Verify the assessed value

PURCHASERS INITIALS: [Signature]

NOTICE: IT IS THE RESPONSIBILITY OF THE NEW OWNERS TO NOTIFY THE APPRAISAL DISTRICT AND WATER DISTRICT, IF ANY, OF THE CHANGE OF OWNERSHIP, FAILURE TO DO SO MAY RESULT IN PENALTY AND INTEREST FOR LATE PAYMENT BEING ADDED TO YOUR TAX STATEMENTS.

- 5. That Buyer has been informed and understands that the Owner's Policy of Title Insurance being issued to him by EDWARDS ABSTRACT AND TITLE CO. in the captioned transaction is subject to subsequent assessments for prior years due to change in land usage or ownership and that such Owner's Policy of Title Insurance does not protect Buyer against any such subsequent assessments. If Buyer has agreed with Seller to pay the taxes, then in the event any taxes on the Property other than those being paid as a part of this transaction are later found to be due, then Buyer will pay such taxes together with penalties, interest, and attorney's fees immediately upon demand and agrees to indemnify and hold harmless Edwards Abstract and Title Co., and its underwriters, from any and all such taxes, penalties, interest, and attorney's fees. Buyer hereby acknowledges that Buyer has been informed and Buyer understands that unless the Settlement Statement or Closing Disclosure shows payment of taxes for the year of closing that taxes for the year of closing have not been collected or paid and Buyer releases Edwards Abstract and Title Co. from all liability for payment of such taxes.

6. Seller represents that all taxes have been paid to all taxing agencies taxing the property and there are not unpaid taxes on the Property other than those being paid as a part of this transaction and agrees that in the event there are unpaid taxes on the Property that result in a claim being made by any of such taxing agencies for the payment of additional funds, either for taxes, penalties, interest or attorney's fees, that he shall pay such taxes, penalties, interest or attorney's fees immediately upon demand of him by said Title Company, and Seller hereby agrees to indemnify and hold harmless EDWARDS ABSTRACT AND TITLE CO., and its underwriter, from any and all such taxes, penalties, interest or attorney's fees.

DATED this 19th day of May, 2020.

Sellers:

Lydia R. Maldonado

Buyers:

The County of Hidalgo

BY: _____

~~Richard F. Cortez~~

Valde Guerra

continuation of legal description:

SSION by Deed dated October 20, 1932, recorded in Volume 380, Page 546, Deed Records, Hidalgo County, Texas.

TITLE COMPANY DISCLOSURES

GUARANTY FILE NO.: 2020-927946

SELLER (whether one or more): Lydia R. Maldonado

BUYER (whether one or more): The County of Hidalgo

LENDER:

PROPERTY: Lots 8 thru 11, inclusive, and Lots 16 thru 22, inclusive, Block 9, TOWNSITE OF SAN CARLOS, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 5, Page 1, Map Records, Hidalgo County, Texas. SAVE AND ECEPT the South 10.00 feet of Lots 18 thru 22, conveyed to the STATE HIGHWAY COMMI Continued on next page.

By initialing some or all of the following items as may be appropriate for this transaction, each SELLER and/or BUYER acknowledges their understanding of the disclosures being made by Edwards Abstract and Title Co. (hereinafter called "TITLE COMPANY") and agree to same. Each disclosure is being made to BUYER and SELLER on behalf of both TITLE COMPANY and its title insurance underwriter.

Buyer's Initials 1

WAIVER OF INSPECTION. In consideration of the issuance by TITLE COMPANY to BUYER of either an Owner Policy of Title Insurance (T-1) or a Residential Policy of Title Insurance (T-1R) - (in this document either such policy, unless specifically referred to otherwise, is referred to as the "Owner Title Policy") insuring good and indefeasible title to the property, except as to be shown in Schedule B of the Owner Title Policy and subject to the terms and conditions of such Owner Title Policy, BUYER hereby waives any obligation on the part of TITLE COMPANY to inspect the Property.

BUYER agrees to accept an Owner Title Policy containing the Schedule B exception 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 on Schedule A of the Owner Title Policy. Within the meaning of this exception, "possession" includes open acts or visible evidence of occupancy and any visible and apparent roadway or easement on or across all or any part of the Property, but this exception does not extend to any right, claim, or interest evidenced by a document recorded in the real estate records maintained by the County Clerk of the county in which the Property is located.

However, if the BUYER does not initial this paragraph, the BUYER is indicating the BUYER'S refusal to accept to an Owner Title Policy containing an exception as to "RIGHTS OF PARTIES IN POSSESSION". The TITLE COMPANY may then require an inspection of the Property and additional charges may be assessed for the reasonable and actual costs of such an inspection. TITLE COMPANY may make additional exceptions in Schedule B of the Owner Title Policy for matter as revealed by such inspection.

Buyer's Initials 2.

RECEIPT OF COMMITMENT. BUYER hereby acknowledges having received and reviewed a copy of the Commitment for Title Insurance issued in connection with the above referenced transaction and any copies of the documents described therein requested by BUYER. BUYER understands that the Owner Title Policy will contain the exceptions set forth in Schedule B of the Commitment for Title Insurance, together with any additional exceptions to title resulting from the final down date search of the public records and from the documents involved in this transaction and any additional exceptions for items shown in Schedule C of the Commitment for Title Insurance which have not been resolved.

Buyer's Initials 3.

UNSURVEYED PROPERTY. BUYER understands that no up-to-date survey of the Property has been done in connection with this transaction and that the Owner Title Policy to be issued to BUYER will not provide title insurance coverage against encroachments and or protrusions of improvements, boundary conflicts, or other matters that would be found by a current survey. TITLE COMPANY has not attempted to determine if the Property lies in a special flood hazard area, and TITLE COMPANY has not made any representation concerning proximity of the Property in relation to any flood-plain or flood hazard area. BUYER is advised that information concerning special flood hazard areas may be available from county or municipal offices, a qualified surveyor or land-engineering company, or a private flood-plain consultant.

Buyer's Initials 4(B).

BOUNDARY COVERAGE. As proposed to be issued, BUYER'S Owner Title Policy will contain a general exception to any discrepancies or conflicts in area or boundary lines, and any encroachments, protrusions, or overlapping of improvements. On payment of an additional 5% of the Basic Rate for the Residential Owner Title Policy and payment of an additional 15% of the Basic Rate T.1 Owner Title Policy premium, policy coverage against these matters is available, subject to TITLE COMPANY'S approval of a current survey of the Property and without limiting specific exceptions to matters disclosed by the survey. BUYER DECLINES TO OBTAIN THIS ADDITIONAL COVERAGE.

APPROVED BY COMMISSIONERS' COURT ON: 5/19/20 [signature]

Seller's
Initials

Buyer's
Initials

5.

PROPERTY TAX PRORATIONS. Property taxes for the current year have been prorated between BUYER and SELLER, who each acknowledge and understand that these proration are based upon (a) the sales price or the most current appraised value available and the most current tax rate available or (b) some other common method of estimation. SELLER warrants and represents that there are no past due taxes owed on the Property and if such warranty and representation is untrue, the SELLER shall reimburse TITLE COMPANY, on demand, for any sums paid by the TITLE COMPANY to pay such taxes, and any related penalty and interest.

BUYER and SELLER each agree that, when the amount of the current year's taxes become known and payable they will adjust any changes of the proration and reimbursement between themselves and the TITLE COMPANY shall have no liability or obligation with respect to these proration.

Buyer's
Initials

6.

TAX RENDITION AND EXEMPTIONS. Although the Tax Appraisal District may independently determine BUYER'S new ownership and billing address, BUYER is still obligated by law to "render" the Property for taxation by notifying the Tax Appraisal District of the change in the Property's ownership and of BUYER'S proper address for tax billing. BUYER is advised that current year's taxes may have been assessed on the basis of various exemptions obtained by SELLER (i.e., homestead or over-65).

It is the BUYER'S responsibility to qualify for BUYER's own tax exemptions and to meet any requirements prescribed by the taxing authorities. BUYER acknowledges and understands these obligations and the fact that TITLE COMPANY assumes no responsibility for future accuracy of Tax Appraisal District records concerning ownership, tax-billing address, or status of exemptions.

Buyer's
Initials

7.

HOMEOWNER'S ASSOCIATION. BUYER acknowledges that ownership of the Property involves membership in a Homeowner's, Condominium or other Property Owner's Association, to which monthly or annual dues or assessments may be owed. These dues or assessments may be enforceable by a lien against the Property. BUYER understands that the Association (or its managing agent) should be contacted by BUYER immediately to ascertain the exact amount of future dues or assessments. TITLE COMPANY has made no representations with respect to, such Associations' annual budget, pending repairs or deferred maintenance, if any, or other debts of the Association. BUYER accepts sole responsibility to obtain such information and verify its accuracy to BUYER'S satisfaction.

Seller's
Initials

Buyer's
Initials

8.

CLOSING DISCLAIMER. SELLER and BUYER each acknowledge and understand that the above referenced transaction has not yet "closed". Any change in the possession of the Property takes place at BUYER'S and SELLER'S OWN RISK. THIS TRANSACTION IS NOT "CLOSED" UNTIL:

- A. ALL TITLE REQUIREMENTS ARE COMPLETED TO THE SATISFACTION OF TITLE COMPANY;
- B. ALL NECESSARY DOCUMENTS ARE PROPERLY EXECUTED, REVIEWED, AND ACCEPTED BY THE PARTIES TO THIS TRANSACTION AND BY TITLE COMPANY; AND,
- C. ALL FUNDS ARE COLLECTED AND DELIVERED TO AND ACCEPTED BY THE PARTIES TO WHOM THEY ARE DUE.

Buyer's
Initials

9.

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

You may require deletion of the arbitration provision of the Owner Title 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 9.

Seller's
Initials

10.

IRS REPORTING. SELLER acknowledges having received at closing a copy of the Closing Disclosure or Settlement Statement as a Substitute Form 1099-S. In accordance with federal tax regulations, information from the Closing Disclosure or Settlement Statement will be furnished to the Internal Revenue Service.

Seller's
Initials

Buyer's
Initials

11.

ERRORS AND OMISSIONS. In the event that any of the documents prepared in connection with the closing of this transaction contain errors which misstate or inaccurately reflect the true and correct terms, conditions and provisions of this closing, and the inaccuracy or misstatement is due to a clerical error or to a unilateral mistake on the part of the TITLE COMPANY, or to a mutual mistake on the part of the TITLE COMPANY and/or the SELLER and/or the BUYER, the undersigned agree to execute, in a timely manner, such correction documents as TITLE COMPANY may deem necessary to remedy such inaccuracy or misstatement.

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/20 JMS

Buyer's Initials

12. **ATTORNEY REPRESENTATION AND NOTICE.** BUYER may wish to consult an attorney to discuss the matters shown on Schedule B or C of the Commitment for Title Insurance that was issued in connection with this transaction. These matters will affect the title and use of the Property. The Title Insurance Policy will be a legal contract between BUYER and the underwriter. Neither the Commitment for Title Insurance nor the Title Insurance Policy are an abstract of title, title reports or representations of title. They are contracts of indemnity. No representation is made that your intended use of the Property is allowed under law or under the restrictions or exceptions affecting the property.

Seller's Initials

Buyer's Initials

13. **PRIVACY POLICY NOTICE** Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Edwards Abstract and Title Co..

- We may collect nonpublic personal information about you from the following sources:
- Information we receive from you, such as on applications or other forms.
 - Information about your transactions we secure from our files, or from our affiliates or others.
 - Information we receive from a consumer reporting agency.
 - Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance securities, and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Buyer's Initials

14. **ACCEPTANCE OF PROPERTY.** BUYER accepts the Property in its present condition, acknowledges that TITLE COMPANY has not made any representations as to the condition of the Property, and releases and holds harmless TITLE COMPANY from any and all liability in regard to the condition of the property.

Seller's Initials

Buyer's Initials

15. **REPAIRS AND TREATMENTS.** BUYER and SELLER acknowledge their understanding that the TITLE COMPANY shall have no duty, liability, or responsibility concerning completion, quality of workmanship or materials, or payment for any pre-closing or post-closing repairs or treatments to the PROPERTY that may have been agreed upon or otherwise contemplated between BUYER and SELLER. BUYER accepts sole responsibility to verify that all repairs and treatments required of SELLER have been completed to the satisfaction of BUYER prior to closing.

Buyer's Initials

16. **ZONING AND UTILITIES.** BUYER accepts the current zoning of the Property and availability of utilities, acknowledges that TITLE COMPANY has not made any representations as to the zoning of the Property or availability of utilities or the ability of BUYER to use the Property for Buyer's intended use, and releases and holds harmless TITLE COMPANY from any and all liability in regard to the zoning of the Property or availability of utilities. BUYER accepts sole responsibility to obtain such information as to zoning and utilities as BUYER deems necessary and to verify its accuracy to the satisfaction of BUYER prior to closing.

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/20 [Signature]

Seller's Initials _____
Buyer's Initials _____
17.

SUBDIVISION REQUIREMENTS. Buyer and Seller acknowledge their understanding that the Title Company shall have no duty, liability, or responsibility to determine whether or not the Property complies with State or local Subdivision requirements. Seller and Buyer accept responsibility to comply with state and local subdivision requirements in the transfer and use of the Property. Buyer accepts sole responsibility to verify that the property complies with subdivision requirements and that Buyer can obtain a building permit, if any, for Buyer's intended use of the Property.

Seller's Initials _____
Buyer's Initials _____
18.

ACCESS. Buyer accepts sole responsibility to determine if access to the Property is adequate for Buyer's intended use and acknowledges that Title Company has not made any representations to Buyer regarding whether or not access to the Property is adequate for purposes of subdividing the Property or obtaining a building permit or for any other intended use of the Property by Buyer.

Buyer's Initials _____
19.

AUTHORIZATION TO CLOSE. By Initialing this item, BUYER notifies TITLE COMPANY that all conditions to closing this transaction contained in the contract between BUYER and SELLER have been met to the satisfaction of BUYER, and BUYER hereby authorizes TITLE COMPANY to close and fund this transaction.

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/20 208

SELLER SIGNATURE

Lydia R. Maldonado

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on the 19th day of May, 2020, by Lydia R. Maldonado.

Notary Public, State of Texas

BUYER SIGNATURE

The County of Hidalgo

BY:

~~Richard F. Cortez~~ *Valde Guerra*

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on the 19th day of May, 2020, by *Valde Guerra* ~~Richard F. Cortez~~, on behalf of said corporation.



Monica Salinas

Notary Public, State of Texas

APPROVED BY
COMMISSIONERS' COURT
ON: *5/19/20*

continuation of legal description:

SSION by Deed dated October 20, 1932, recorded in Volume 380, Page 546, Deed Records, Hidalgo County, Texas.

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT	B. TYPE OF LOAN 1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input checked="" type="checkbox"/> Conv. Unins. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins. 6. FILE NUMBER: 2020-927946 7. LOAN NUMBER: 8. MORTGAGE INS CASE NUMBER:
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C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. 1.0 3/98 (2020-927946 / 42)

D. NAME AND ADDRESS OF BUYER: The County of Hidalgo 2818 S. Bus. Hwy. 281 Edinburg, TX 78539	E. NAME AND ADDRESS OF SELLER: Lydia R. Maldonado 6257 E. Hwy. 107 Edinburg, TX 78539	F. NAME AND ADDRESS OF LENDER:
G. PROPERTY LOCATION: LOTS 8-11, INCLUSIVE, AND LOTS 16-22, BLK 9, TOWNSITE OF SAN CARLOS, SAVE AND EXCEPT the South 10 ft of LOTS 18,19,20,21, AND 22 CONVEYED TO THE STATE HIGHWAY COMMISSION San Carlos, TX Hidalgo County, Texas LOTS 8-11, INCLUSIVE, AND LOTS 16-22, BLK 9, TOWNSITE OF SAN CARLOS SAVE AND EXCEPT the South 10 ft of LOTS 18,19,20,21, AND 22 CONVEYED TO THE STATE HIGHWAY COMMISSION	H. SETTLEMENT AGENT: xx-xxx1275 Edwards Abstract and Title Co. PLACE OF SETTLEMENT: 4228 N. McColl Road McAllen, TX 78504	I. SETTLEMENT DATE: May 19, 2020 DISBURSEMENT DATE: May 19, 2020

J. SUMMARY OF BUYER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BUYER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	60,000.00	401. Contract sales price	60,000.00
102. Personal property		402. Personal property	
103. Settlement charges to buyer (line 1400)	393.20	403.	
104.		404.	
105.		405.	
<i>Adjustments for items paid by seller in advance</i>		<i>Adjustments for items paid by seller in advance</i>	
106. City/Town taxes		406. City/Town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BUYER	60,393.20	420. GROSS AMOUNT DUE TO SELLER	60,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	651.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
<i>Adjustments for items unpaid by seller</i>		<i>Adjustments for items unpaid by seller</i>	
210. City/Town taxes		510. City/Town taxes	
211. County taxes 01/01/20 to 05/19/20	232.40	511. County taxes 01/01/20 to 05/19/20	232.40
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BUYER	232.40	520. TOTAL REDUCTION AMOUNT DUE SELLER	883.40
300. CASH AT SETTLEMENT FROM/TO BUYER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross amount due from Buyer (Line 120)	60,393.20	601. Gross amount due to Seller (Line 420)	60,000.00
302. Less amount paid by/for Buyer (Line 220)	(232.40)	602. Less reductions due Seller (Line 520)	(883.40)
303. CASH FROM BUYER	60,160.80	603. CASH TO SELLER	59,116.60

L. SETTLEMENT CHARGES

700. TOTAL COMMISSION Based on Price		\$	@	%		
Division of Commission (line 700) as Follows:					PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
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.	THE FOLLOWING PERSONS, FIRMS	to				
705.	RECEIVED A PORTION FO THE REAL	to				
706.	SHOWN ABOVE	to				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN						
801.	Loan Origination Fee	%	to			
802.	Loan Discount	%	to			
803.	Appraisal fee		to			
804.	Credit report		to			
805.	Lender's inspection fee		to			
806.	Mortgage insurance application fee		to			
807.	Assumption fee		to			
808.			to			
809.			to			
810.			to			
811.			to			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE						
901.	Interest From	05/19/20	to	06/01/20	@ \$	/day (13 days %)
902.	Mortgage insurance premium	for	month	to		
903.	Hazard insurance premium	for	year	to		
904.		for	year	to		
905.			to			
1000. RESERVES DEPOSITED WITH LENDER						
1001.	Hazard insurance	Months	@ \$		per Month	
1002.	Mortgage insurance	Months	@ \$		per Month	
1003.	City property taxes	Months	@ \$		per Month	
1004.	County taxes	Months	@ \$		per Month	
1005.	Annual assessments	Months	@ \$		per Month	
1006.		Months	@ \$		per Month	
1007.		Months	@ \$		per Month	
1008.	Aggregate Adjustment	Months	@ \$		per Month	
1100. TITLE CHARGES						
1101.	Settlement or closing fee	to				
1102.	Abstract or title search	to				
1103.	Title examination	to				
1104.	Title insurance binder	to				
1105.	Document preparation	to				
1106.	Notary fees	to				
1107.	Attorney's fees	to				
	(includes above item numbers:)			
1108.	Title insurance	to				564.00
	(includes above item numbers:)			
1109.	Lender's coverage					
1110.	Owner's coverage	\$ 60,000.00				564.00
1111.	Escrow Fee	to	Edwards Abstract and Title Co.			350.00
1112.	E-Recording Fee	to	Edwards Abstract and Title Co.			3.20
1113.	Guaranty Fee - OTP	to	Texas Title Insurance Guaranty Association			2.00
1114.		to				
1115.		to				
1116.		to				
1117.	Tax Service Fee	to	Hidalgo and Cameron Counties Tax Service & D			85.00
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES						
1201.	Recording fees: Deed	\$ 40.00;	Mortgage	;	Releases	40.00
1202.	City/County tax/stamps: Deed		;	Mortgage		
1203.	State tax/stamps: Deed		;	Mortgage		
1204.		to				
1205.		to				
1300. ADDITIONAL SETTLEMENT CHARGES						
1301.	Survey	to				
1302.	Pest inspection	to				
1303.		to				
1304.		to				
1305.		to				
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)					393.20	651.00

**AFFIDAVIT OF UNDERSTANDING AND INDEMNITY AND HOLD HARMLESS AGREEMENT
DUE TO CORONAVIRUS PANDEMIC
(Refinance or Loan Only Transaction)**

Property: LOTS 8-11, INCLUSIVE, AND LOTS 16-22, BLK 9, TOWNSITE OF SAN CARLOS,
SAVE AND EXCEPT the South 10 ft of LOTS 18,19,20,21, AND 22 CONVEYED TO
THE STATE HIGHWAY COMMISSION, San Carlos, TX

Date of Closing: _____

Borrower: The County of Hidalgo

File No(s): 2020-927946

In response to the outbreak of the Coronavirus and the declared state of emergency at the national, state and local levels, Courts and governmental offices have been closed or have had access significantly limited. As a result, the processing and recording of deeds and other title documents in some jurisdictions has been, and will be, impacted. Fidelity National Financial will continue to insure title for lenders for transactions up to \$ but not to include construction loans, through the ultimate recording date of the deed of trust, mortgage or other insured title document. Neither Fidelity National Financial nor its title agents can provide any estimate as to the date of recordation of such title documents in the land records.

NOW THEREFORE, as a result of the aforementioned closures and access restrictions and as an inducement to Edwards Abstract and Title Co. (hereafter "Title Agent") to conduct settlement and to Fidelity National Financial to issue policy or policies of title insurance, the undersigned agree as follows:

Borrower certifies:

- (a) There are no unrecorded and/or outstanding leases, contracts, options, agreements, trusts or other inchoate rights, interests affecting the Property which have not been disclosed to Fidelity National Financial or its agent in writing.
- (b) All labor and materials used in construction or improvements, repairs or modifications to the Property have been paid for and there are now no unpaid bills for labor or material against the improvements or Property. The Borrower has received no notice of any mechanic liens claim.
- (c) There are no unrecorded liens or encumbrances affecting the Property, which are not being paid or adjusted as part of the current transaction.
- (d) Borrower has received no written notice of a proposed or pending special assessment or a pending taking of any portion of the Property by any governmental body. Borrower has no knowledge or notice that work has been or will be performed by any governmental body including but not limited to the installation of water or sewer lines or other utilities or for improvements such as paving or repaving of street or alleys or the installation of curbs and sidewalks.
- (e) Borrower agrees to neither allow, nor take any action, following settlement that may result in a lien, encumbrance or other objectionable matter of title being placed against the Property. In the event any lien, encumbrance or objectionable matter of title arises or occurs between the date of settlement and the date of the recording of the deed or other title document, Borrower agrees to immediately take action to clear and discharge the same and further agree to hold harmless and indemnify Title Agent and Fidelity National Financial against all expenses, costs and

attorney's fees which may arise out of Borrower's failure to so remove, bond, or otherwise dispose of any such liens, encumbrances or objectionable matters of title to the satisfaction of Fidelity National Financial.

Borrower understands and agrees:

(a) Neither Title Agent nor Fidelity National Financial can provide an estimate as to the date or recordation of the deed or other title documents in the Land Records.

(b) Among other things Borrower may not be able to refinance or sell the Property, obtain building permits, or demonstrate recorded ownership of and legal title to, the Property until the date that the deed or title document is recorded in the Land Records.

The undersigned solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of this Affidavit are true and that this Affidavit is executed in the order to induce the Title Agent to make and complete the settlement on the Property and to induce Fidelity National Financial to issue its policy or policies of title insurance, insuring title to the Property.

Borrower:

The County of Hidalgo

BY:

Valde Guerra
Executive Officer

SUBSCRIBED, SWORN TO, and acknowledged before me this 19th day of May, 2020.

NOTARY PUBLIC
MY Commission Expires:



COVID-19 NOTICE OF POSSIBLE DELAYS

GF No.: 2020-927946

The undersigned Purchasers / Lenders / Proposed Insureds acknowledge that delays may occur due to issues resulting from the COVID-19 virus, including, but not limited to:

- Delays in recording documents with governmental recording offices;
- Delays in the return of original vesting or lien documents (e.g., deed, deed of trust, mortgage, lease); and
- Delays in the issuance of the final policy(ies) of title insurance.


Dated: 5/19/20

FOR ENTITIES

FOR INDIVIDUALS

Name Hidalgo County

(Signature)

By  _____

(Print Name)

(Signature)

Valde Guerra, Executive Officer

(Signature)

Print Name and Title

(Print Name)

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/20 

WAIVER OF INSPECTION AND DISCLOSURE TO OWNER

TO: Fidelity National Title Insurance Company ("Title Insurer")
Edwards Abstract and Title Co. ("The Company")

RE: Lydia R. Maldonado to The County of Hidalgo

GF (File) No.: 2020-927946

Land:

Lots 8 thru 11, inclusive, and Lots 16 thru 22, inclusive, Block 9, TOWNSITE OF SAN CARLOS, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 5, Page 1, Map Records, Hidalgo County, Texas. SAVE AND ECEPT the South 10.00 feet of Lots 18 thru 22, conveyed to the STATE HIGHWAY COMMI

Continued on next page.

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.

Signature:

The County of Hidalgo

BY:

Valde Guerra
Executive Officer

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/20 ms

continuation of legal description:

SSION by Deed dated October 20, 1932, recorded in Volume 380, Page 546, Deed Records, Hidalgo County, Texas.