



# **CITY OF WESLACO**

## **BOARD OF ADJUSTMENTS AND APPEALS TO THE BUILDING CODES REGULAR MEETING**

**DECEMBER 7, 2021, 5:30 P.M.  
WESLACO CITY HALL LEGISLATIVE  
CHAMBER,  
255 S. KANSAS AVENUE**

***Clemente Del Campo, Chairman  
Mike Hinojosa, Member  
Irma Salinas, Member  
Paul Pena Jr., Member  
Noe Villarreal, Member  
Lonnie Berry, Member***





**CITY OF WESLACO**  
**BOARD OF ADJUSTMENTS AND APPEALS TO THE BUILDING CODES**  
**DECEMBER 7, 2021**

Notice is hereby given of a Board of Adjustments and Appeals to the Building Codes of a special meeting to be held on Tuesday, December, 7, at 5:30 p.m. at the Weslaco City Hall Legislative Chambers, located at 255 South Kansas Avenue, for the purpose of considering the following items:

**I. CALL TO ORDER**

Pages

- A. Roll Call/Establish a Quorum

**II. PUBLIC HEARING**

- A. To discuss the following unoccupied building on premises to determine if they have become dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225

The Code Enforcement is requesting for the structure either be repaired to current building codes or demolished.

Legal Description: 422 Utah Ave. being West Tract BNG an IRR TR N 416'-S435.45-S435.45'-E671.78'b 53.3.8 AQC CO, a subdivision to the City of Weslaco, Hidalgo County, Texas  
Recorded Owner: Nandipaty Family Limited Partnership

- B. To discuss the following unoccupied building on premises to determine if they have become dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225

The Code Enforcement is requesting for the structure either be repaired to current building codes or demolished.

Legal Description: 1507 Davenport St. being C. Davenport BLK 8 Lots 17-18, City of Weslaco, Hidalgo County, Texas.  
Recorded Owner: Ninfa Rodriguez

- C. To discuss the following unoccupied building on premises to determine if they have become dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225

The Code Enforcement is requesting for the structure either be repaired to current building codes or demolished

Legal Description: 300 Bluebonnet being Expressway Heights Blk 3 Lot 3, 4, & 5, City of Weslaco, Hidalgo County, Texas.

Recorded Owner: Adela Vasquez

- D. To discuss the following unoccupied building on premises to determine if they have become dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225

The Code Enforcement is requesting for the structure either be repaired to current building codes or demolished.

Legal Description: 1502 Mile 5 North being West Tract N383.50'-E220'-W660'FT 795 1.94 AC GR 1.79AC NET, City of Weslaco, Hidalgo County, Texas.

Recorded Owner: Rogelio & Maria Olvera

- E. To discuss the following unoccupied building on premises to determine if they have become dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225

The Code Enforcement is requesting for the structure either be repaired to current building codes or demolished.

Legal Description: 514 N Cantu being, Villa Vista No. 2 BLK 3 Lots 8-9 City of Weslaco, Hidalgo County, Texas.

Recorded Owner: Arcelia Chavez Hernandez

- F. To discuss the following unoccupied building on premises to determine if they have become dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225

The Code Enforcement is requesting for the structure either be repaired to current building codes or demolished.

Legal Description: 1410 Clifton St. being C Davenport BLK 9 LOTS 6-7, City of Weslaco, Hidalgo County, Texas.

Recorded Owner: Asuncion Sagredo Puente

- G. To discuss the following unoccupied building on premises to determine if they have become dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225



**Board of Adjustments & Appeals- Zoning  
Standardized Agenda Request Form**

|                                                                                                                                                                                                                                                                                                                                                                                               |                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| <b>Date of Meeting:</b><br>December 7, 2021                                                                                                                                                                                                                                                                                                                                                   | <b>Agenda Item No.</b> (to be assigned by PCE):<br>IV. A |
| <b>From:</b><br>Rolando Maldonado, Code Enforcement Officer, on behalf of City of Weslaco                                                                                                                                                                                                                                                                                                     |                                                          |
| <b>Subject/Agenda Item:</b><br>To discuss the following unoccupied building on premises to determine if they have become dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225                              |                                                          |
| <b>Discussion/Overview:</b><br>The Code Enforcement is requesting for the structure either be repaired to current building codes or demolished.<br><br>Legal Description: 422 Utah Ave. being West Tract BNG an IRR TR N 416'- S435.45-S435.45'- E671.78'b 53.3.8 AQC CO, a subdivision to the City of Weslaco, Hidalgo County, Texas<br>Recorded Owner: Nandipaty Family Limited Partnership |                                                          |
| <b>Staff recommendation for Commission's Action:</b><br>Staff recommends compliance with the ordinance.                                                                                                                                                                                                                                                                                       |                                                          |
| <b>Attachments, (if any):</b><br>Supporting Documents.                                                                                                                                                                                                                                                                                                                                        |                                                          |
| <b>Responsibilities upon Commission's Action:</b> Staff will advise owner.                                                                                                                                                                                                                                                                                                                    |                                                          |

STATE OF TEXAS  
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, Building Inspector in and for the City of Weslaco, Hidalgo County, Texas, on this day personally appeared Mr. Rolando Maldonado after being by me; duly sworn upon his oath deposes and says:

My name is Mr. Rolando Maldonado and I am 58 years old and my date of birth is July 2, 1963. I work at the City of Weslaco Code Enforcement Department in Weslaco, Texas and I can be reached at phone number ( 956 ) 684-7184.

I want to say that I gave the following statement to Rebekah de la Fuente of the Planning & Code Enforcement Department on December 1, 2021.

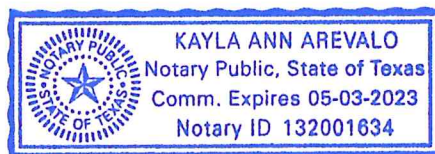
On November 18, 2021, I posted notice of Public Hearings for the Board of Adjustments and Appeals of Building and the City Commission at 422 Utah St. Weslaco, Texas.

The above statement is true and correct to the best of my knowledge and recollection and I give it of my own free will.

*Rolando Maldonado*  
AFFIANT

NOTARY

SWORN AND SUBSCRIBED before me, this 15<sup>th</sup> day of Dec 2021 and that the above facts are true and correct to the best of her knowledge.



*Kayla Arevalo*  
(Notary's Official Signature)  
5/3/23  
(Commission Expires)

Under the Authority of the Texas Government Code, chapter 602.002, a notary public engaged in the performance of the notary's duty.

## AFFIDAVIT

### STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, Building Inspector in and for the City of Weslaco, Hidalgo County, Texas, on this day personally appeared Mr. Rolando Maldonado after being by me; duly sworn upon his oath deposes and says:

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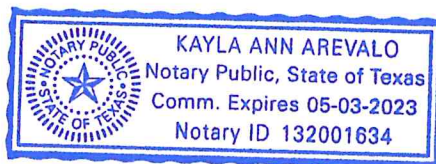
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Rolando Maldonado

AFFIANT

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Kayla Arevalo

(Notary's Official Signature)

5/3/23

(Commission Expires)

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## City of Weslaco Public Hearing Notice

The Board of Adjustment and Appeals for Construction and Housing Codes will hold a public hearing on Tuesday, December 7, 2021, at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, December 14, 2021, at 5:30 p.m. at the City Hall Legislative located at 255 South Kansas Avenue to discuss the following unoccupied buildings or premises to determine if they have become dilapidated, substandard, and unfit for human habitation and a hazard to the health, safety, and welfare of the citizens of the City of Weslaco as per Ordinance No. 86-24:

Si desea informaci6n en espa6ol, llame al departamento de Aplicaci6n de C6digos de la Ciudad de Weslaco, (956) 973-3123.

1. 101 N. Texas Ave, Gonzales addition of the City of Weslaco, Hidalgo County, Texas. Recorded Owner: Martha Nunez 109 N. Texas Ave Weslaco, Tx
2. 1410 Clifton St. C Davenport Blk 9 lots 6 & 7 RS City of Weslaco, Hidalgo County, Texas. Owner Asuncion Sagredo Puente
3. 617 E Plaza Ave, Ramona Blk 1 lots 7 & 8, City of Weslaco, Hidalgo County, Texas. Recorded Owner: Jose and Victoria Garza
4. 1502 Mile 5 North St. City of Weslaco, Hidalgo County, Texas. Recorded Owner: Rogelio and Maria Olvera
5. 514 N. Cantu St. Valle Vista #2 Blk 3 Lots 8 & 9, City of Weslaco, Hidalgo County, Texas. Recorded Owner: Arcelia Chavez Hernandez
6. 422 Utah Ave, West Tract BNG AN IRR TR NH-416'-S435.45-E671.78'ft 53. 3.84AC. Recorded Owner: NANDYPATY FMLY LMTD PRTNSHIP
7. 300 Bluebonnet, Expressway Heights Blk 3 Lots 3, 4 and 5 City of Weslaco, Hidalgo County, Texas. Recorded Owner Adelia Vasquez
8. 1507 Davenport, Subdivision C Davenport Blk 8 Lots #17 & 18, City of Weslaco, Hidalgo County, Texas. Recorded Owner: Ninfa Rodriguez
9. 608 S. Illinois Ave, Weslaco Original Townsite Blk 48 Lot 5 and - N½ of 6, City of Weslaco, Hidalgo County, Texas Recorded Owner Randal J. Taylor ET AL
10. 901 Academy St. Gulf Terrace W220-Lot 10 BLK 2, City of Weslaco, Hidalgo County, Texas Recorded Owner Weslaco ISD School District

The property owners or members of the public are invited to attend and may present evidence supporting or opposing staffs recommendation that these structures be either repaired, demolished or removed. For additional information, contact the Code Enforcement Department at (956) 973- 3123.

December 7, 2021

Rolando Maldonado Planning/Code Enforcement



Attachment 13.jpg

**City of Weslaco  
Public Hearing Notice**

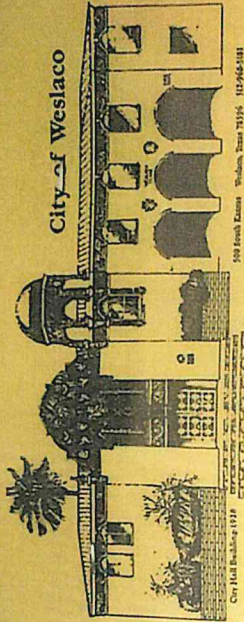
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Si desea información en español, llame al departamento de Aplicación de Códigos de la Ciudad de Weslaco, (956) 973-3123.

422 Utah Ave, West Tract BNG an IRR TR N 416'-S435.45'-S435.45'-S435.45'-E671.78' 53.3.8 AOC CO, City of Weslaco, Hidalgo County, Texas. Recorded Owner NANDIPATY FMLY LMTD PRTNSHIP

The property owners or members of the public are invited to attend and may present evidence supporting or opposing staff's recommendation that these structures be either repaired, demolished or removed. For additional information, contact the Code Enforcement Department at (956) 973-3123.

/s/ Rolando Maldonado  
Planning/Code Enforcement



# NOTICE

THIS BUILDING IS UNFIT AND OR UNSAFE AND  
IT'S USE OR OCCUPANCY HAS BEEN PROHIBITED  
BY THE HEALTH AUTHORITY

Date 11-18-21, 19\_\_  
Address 422 Utah  
Lot No. \_\_\_\_\_ Block No. \_\_\_\_\_  
Subdivision \_\_\_\_\_

Issued By Health Department  
**City of Weslaco**  
968-3181

**NOTE: REMOVAL PROHIBITED  
BY CITY ORDINANCE**



Board of Adjudgments & Appeals to the Building Codes  
Regular meeting

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

NANDIPATY FMLY LMTD PRTNSHIP  
3613 Tigers Dr.  
Edinburg, Texas 78539-4105

9590 9402 6845 1074 5337 72

Article Number (Transfer from service label)  
7019 2470 0001 2616 3253

Form 3811, JULY 2020 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
X NF C-19

B. Received by (Printed Name)

C. Date of Delivery  
9/11

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

|                                                                         |                                                                         |
|-------------------------------------------------------------------------|-------------------------------------------------------------------------|
| <input type="checkbox"/> Adult Signature                                | <input type="checkbox"/> Priority Mail Express®                         |
| <input checked="" type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™                               |
| <input type="checkbox"/> Certified Mail®                                | <input checked="" type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery             | <input type="checkbox"/> Signature Confirmation™                        |
| <input type="checkbox"/> Collect on Delivery                            | <input type="checkbox"/> Signature Confirmation Restricted Delivery     |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery        |                                                                         |

Mail Restricted Delivery (D)

Domestic Return Receipt

David Suarez, Mayor  
Leo Muñoz, Mayor Pro-Tem, District 1  
Greg Kerr, Commissioner, District 2  
Jose "J.P." Rodriguez, Commissioner, District 3  
Adrian Farias, Commissioner, District 4  
Letty Lopez, Commissioner, District 5  
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

RE: Dilapidated Structure at 422 Utah Ave, Weslaco, Texas

Legally described as being; WEST TRACT BNG AN IRR TR N 416'- S435.45'- S435.45'- E671.78' 53.3.8  
AQC CO

Dear NANDIPATY FAMILY

Please be advised that the City's Planning and Code Enforcement Department believes the main structure at the above address is in violation of **Weslaco, Texas Code of Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec. 26-225** because it is dilapidated, substandard, or it has become unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco. Staff has completed inspections of the structure and property and expects to recommend to the City Commission in the near future that the structure either be repaired to current building codes or demolished by the owner.

The staff recommendation regarding your property will be made at a Public Hearing. As required by ordinance, we will attempt to notify you by certified mail with return receipt requested, and by publishing notice in The Monitor newspaper advising of the date and time of the Public Hearing. You will have the opportunity to address the City Commission regarding the property at this hearing.

At the Public Hearing, the City Commission is likely to order that the property be repaired to current building codes or demolished within 60 days as recommended by staff. It is important that you attend the public hearing, because you are allowed to voice your opinion on behalf of your property. Please note that any other citizen(s) present may voice their opinions as well.

The purpose of this letter is to provide you advance notice that staff expects to recommend that the structure(s) be repaired to current building codes or demolished so that you may have additional time to consider your options for the property prior to any further action by the Planning and Code Enforcement Department.

**IT IS VERY IMPORTANT THAT YOU CONTACT ME AS SOON AS POSSIBLE REGARDING THIS MATTER SO WE CAN KNOW THE ACTIONS YOU WILL TAKE REGARDING THIS PROPERTY. CONTACT ME AT (956) 447-3401 EXT # 3120 MON- FRI 8AM- 5PM**

Sincerely,

Rolando Maldonado

Code Enforcement Officer



**Andrew Munoz, Interim City Manager**

11-18-2021

Dear MANDIPATY FAMILY LMTD PRTNSHIP

Please be advised that the Code Enforcement Department for the City of Weslaco has determined that you are the legal owner(s) of the property and the building(s) located at 422 Utah Ave, legally described as being: West Tract BNG an IRR TR N 416'- S435.45-S435.45- S435.45' – E671.78'b 53.3.8 AQC CO, **a Subdivision to the City of Weslaco, Hidalgo County, Texas, together with all improvements** and it finds that the building(s) does not meet the minimum standards for continued use and occupancy. The structure has been inspected and found to be dilapidated, substandard, unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco, placing it in violation of Weslaco, Texas Code of Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec. 26-225.

**On December 7, 2021, at 5:30 pm,** has been set as the date for a public hearing by the Board of Adjustments and Appeals of Building at the Legislative Chambers located at 255 S. Kansas, Weslaco, Texas, at 5:00 p.m. In this hearing the Code Enforcement Inspector shall present evidence as to why the building does not meet the minimum standards for continued use and occupancy. On this date, you as the owner(s) of the above-mentioned property and building shall have an equal opportunity to present evidence in your defense. Members of the general public will also be given an opportunity to voice their opinion regarding the premise or building, the subject of this public hearing.

**On December 14, 2021, at 5:30 pm,** has been set as the date for a Public Hearing, the City Commission, depending on the evidence presented, may find that the building or premise is a public nuisance and may direct that the building or premise be either repaired or removed. **At no time will repairs or removal of the building or premise be required less than fifteen (15) days from the public hearing day or exceed more than sixty (60) days from the public hearing date.**

If the City Commission votes to remove or repair the building on your property and you do not comply within the time restraints set forth by the Commission, the City of Weslaco may cause the demolition of the building on your property and all the costs and expenses incurred, including administrative costs will be charged to you against the property. A lien will be placed on property in the amount of all expenses and charges incurred.

If you have any questions or comments regarding this notice, please call me at (956) 447-3401 Ext. # 3120.

Sincerely,

Rohr Mund.

Code Enforcement Inspector

CC: C/E files

# LAND INVESTIGATION SERVICES

P.O. Box 530211  
Harlingen, Texas 78550

(956)467-6674 Mobile  
rgvreports@gmail.com

**Location:** 422 S Utah Ave.

**Property ID:** 324225

**Taxpayer Name:** Nandipaty Fmly Lmted Prtnshp  
3613 Tigris Dr.  
Edinburg, Tx 78539-4105

## TITLE REPORT

**CERTIFICATION DATE:** August 20, 2021

### LEGAL DESCRIPTION:

Being 3.827 acres of land, situated in Hidalgo County, Texas, and being out of FARM TRACT 53, WEST TRACT SUBDIVISION, as per map or plat thereof recorded in volume 2, pages 34-37, Map Records, Hidalgo County, Texas. (See Ref. Document Number 1473243 for metes and bounds description)

**SUBJECT TO:** Subdivision regulations of the county of Hidalgo and/or Ordinances or governmental regulation of the City in which the property may be located or holding extra-territorial jurisdiction of said property.

**RECORD OWNER:** Nandipaty Family Limited Partnership, a Texas Limited Partnership

### TITLE VIA:

Warranty With Vendor's Lien from McManus Developments, Ltd., a Texas Limited Partnership, filed for record May 18, 2005, under county clerks document number 1473243, Official Records, Hidalgo County, Texas.

### LIENS:

Deed Of Trust, Assignment Of Rents, Security Agreement And Financing Statement filed for record May 18, 2005 under county clerks document number 1473244 Hidalgo County, Texas, executed by Nandipaty Family Limited Partnership, a Texas Limited Partnership securing the payment of one promissory note in the principal sum of \$530,000.00 payable to the order of International Bank.

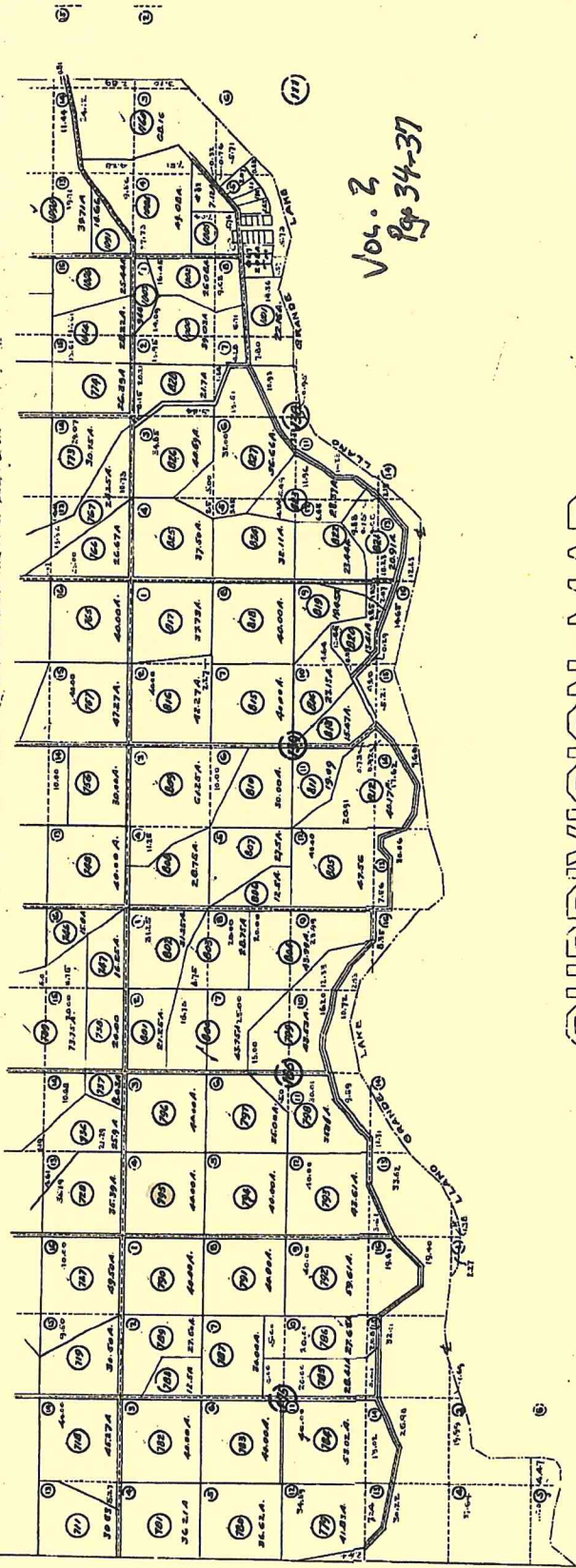
**ABSTRACT OF JUDGMENTS:** None on record

**CIVIL RECORDINGS:** None on record.

**NOTICE: THE INFORMATION CONTAINED HEREIN DOES NOT IMPLY WARRANTY OF TITLE, NOR DOES IT REFLECT INVESTIGATION OF PROPERTY TAXES. LIABILITY SHALL BE LIMITED TO THE AMOUNT OF THE TITLE REPORT FEE.**

  
\_\_\_\_\_  
Joe Ruiz/Owner





# SUBDIVISION MAP OF

## THE WEST AND ADAMS TRACTS

SHOWING

THE ORIGINAL LOTS AND BLOCKS  
ALSO FRACTIONAL PARTS THEREOF CONSTITUTING

FARM TRACTS

IN

### HIDALGO COUNTY, TEXAS.

SCALE 1/4"=1000 FT.

COMPILED AND FILED FOR RECORD  
BY THE ORDER OF THE  
COUNTY COMMISSIONER'S COURT  
JUNE 12, 1922

JULY 8, 1922

STATE OF TEXAS  
COUNTY HIDALGO

I, H. E. BENNETT, CIVIL ENGINEER  
AND SURVEYOR do hereby certify that the foregoing is a  
full, true and correct map of the subdivisions above de-  
scribed, as compiled by me from available maps and records.

WITNESS my hand this 8th day of July A.D. 1922

H. E. Bennett  
Commissioner, Survey  
and Subdivision  
and Subscribed to before me this 8th day of July, 1922.

Notary Public in and for  
Hidalgo County, Texas

#### LEGEND

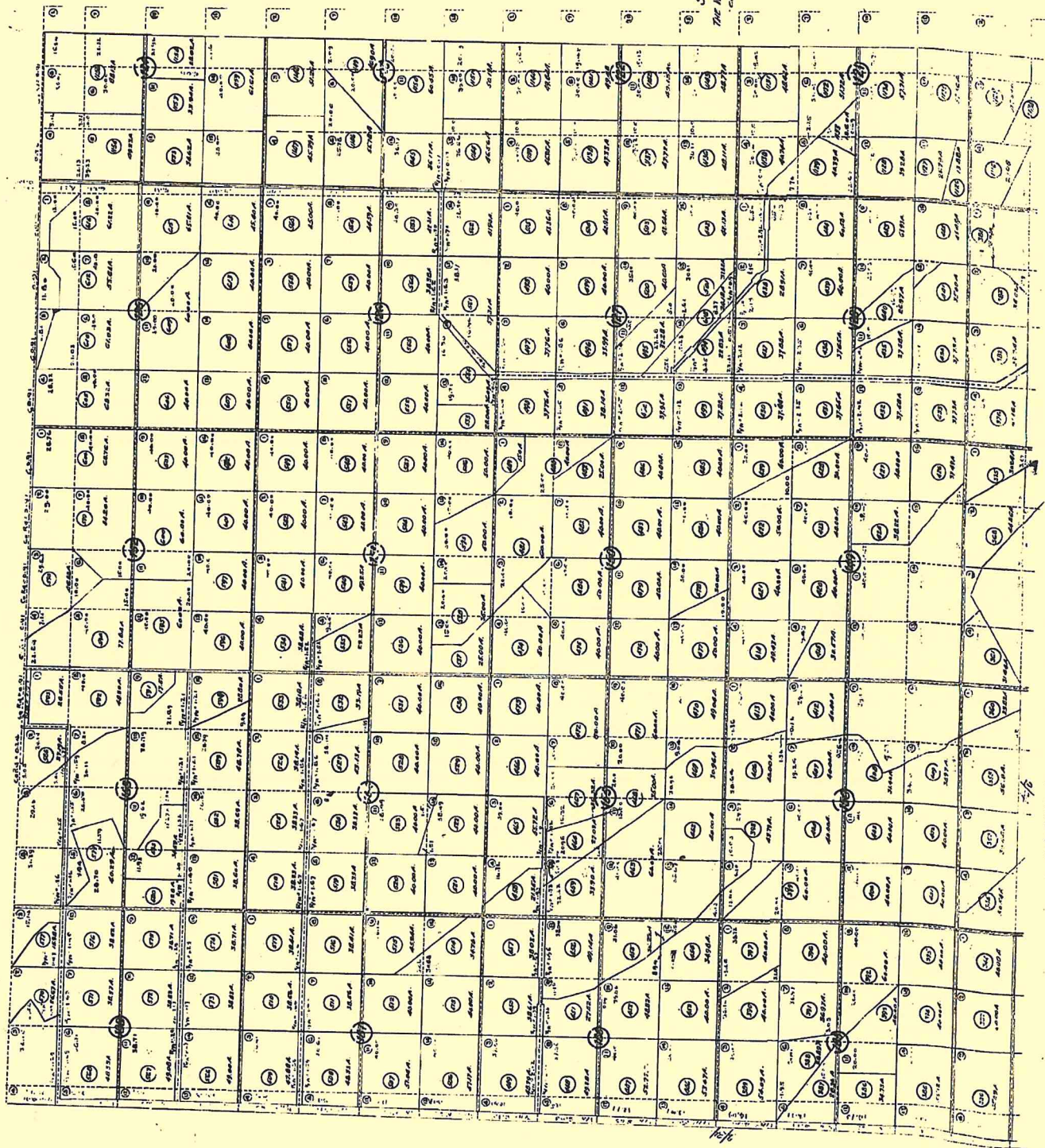
- Original Lot and Block lines
- Farm Tract Boundaries
- Lines shown by Double Solid lines
- Line between West and Adams Tracts
- Original Lot Numbers
- Original Block Numbers
- Farm Tract Numbers
- Farm Tract Areas as shown black with letter "A"
- Fractional Lot Areas shown in Vertical Orange letter or figure
- Right of Way
- County Road

FILED FOR RECORD THIS 10th DAY  
OF JULY, 1922, AT 9:30 O'CLOCK  
A.M.  
BY THE CLERK OF THE  
COUNTY COMMISSIONER'S COURT  
AT EL PASO, TEXAS

RECORDED JULY 10, 1922 AT 9:30 A.M.

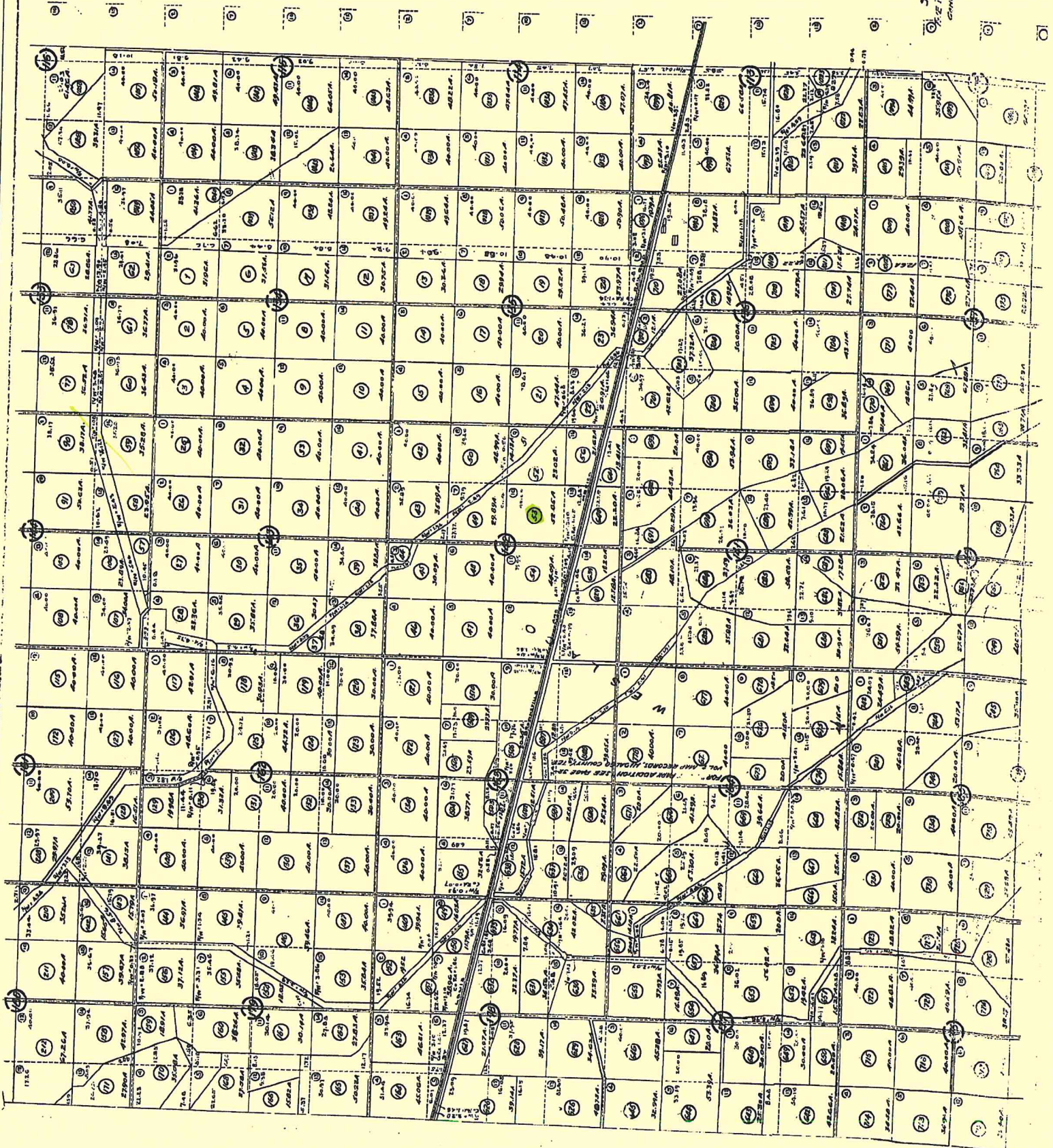


PART OF  
SUBDIVISION MAP  
THE WEST AND ADAMS TRACTS  
CONCLUDED ON PAGE 12

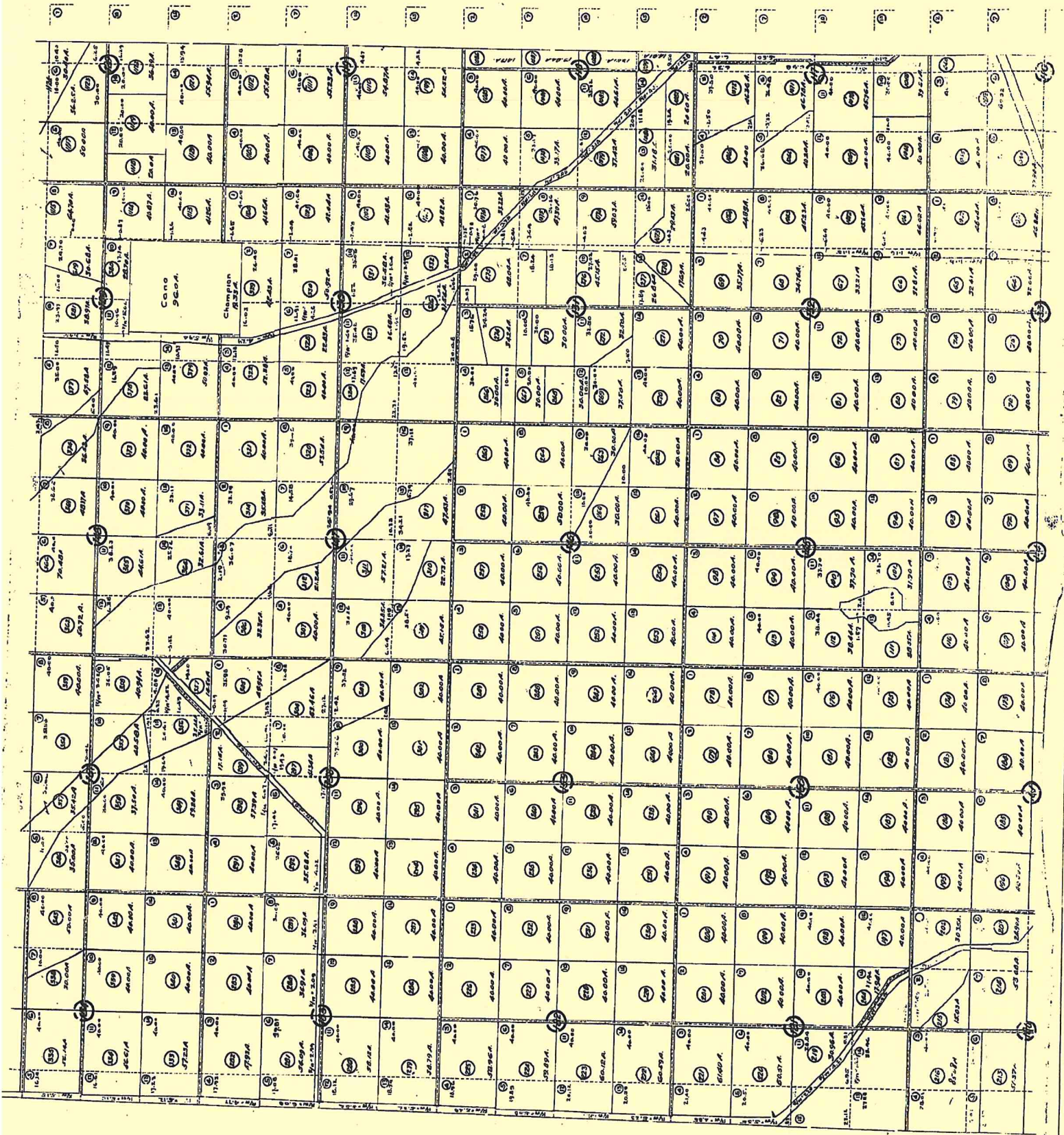




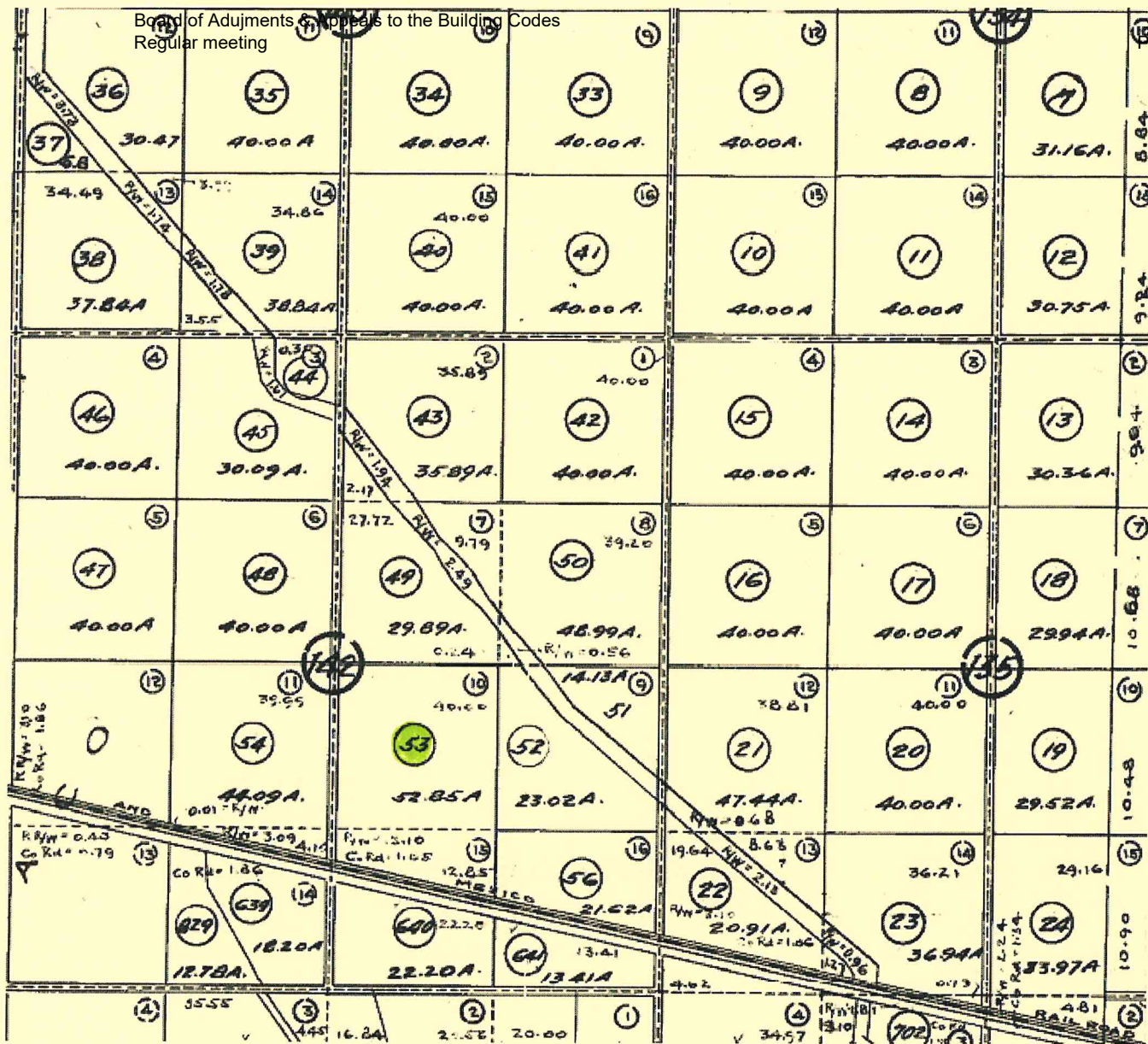
PART OF  
SUBDIVISION MAP  
OF THE WEST AND ADJACENT TRACTS  
CONVEYED BY FILE 27















# Hidalgo CAD

## Property Search Results > 324225 NANDIPATY FMLY LMTD PRTNSHP for Year 2022

Tax Year: 2022

### Property

#### Account

|                           |                      |                    |                                                                |
|---------------------------|----------------------|--------------------|----------------------------------------------------------------|
| Property ID:              | 324225               | Legal Description: | WEST TRACT BNG AN IRR TR N 416'-S435.45'-E671.78' FT 53 3.84AC |
| Geographic ID:            | W3800-00-053-00C0-03 | Zoning:            | CO                                                             |
| Type:                     | Real                 | Agent Code:        |                                                                |
| Property Use Code:        |                      |                    |                                                                |
| Property Use Description: |                      |                    |                                                                |

#### Location

|                  |                      |         |                 |
|------------------|----------------------|---------|-----------------|
| Address:         | 422 S UTAH AVE<br>TX | Mapsc0: |                 |
| Neighborhood:    | WEST TRACT           | Map ID: | CWL VOL 2 PG 36 |
| Neighborhood CD: | W380000              |         |                 |

#### Owner

|                  |                                           |              |                   |
|------------------|-------------------------------------------|--------------|-------------------|
| Name:            | NANDIPATY FMLY LMTD PRTNSHP               | Owner ID:    | 493836            |
| Mailing Address: | 3613 TIGRIS DR<br>EDINBURG, TX 78539-4105 | % Ownership: | 100.000000000000% |
|                  |                                           | Exemptions:  |                   |

### Values

|                                       |   |           |                       |
|---------------------------------------|---|-----------|-----------------------|
| (+) Improvement Homesite Value:       | + | \$0       |                       |
| (+) Improvement Non-Homesite Value:   | + | \$417,463 |                       |
| (+) Land Homesite Value:              | + | \$0       |                       |
| (+) Land Non-Homesite Value:          | + | \$270,582 | Ag / Timber Use Value |
| (+) Agricultural Market Valuation:    | + | \$0       | \$0                   |
| (+) Timber Market Valuation:          | + | \$0       | \$0                   |
| -----                                 |   |           |                       |
| (=) Market Value:                     | = | \$688,045 |                       |
| (-) Ag or Timber Use Value Reduction: | - | \$0       |                       |
| -----                                 |   |           |                       |
| (=) Appraised Value:                  | = | \$688,045 |                       |
| (-) HS Cap:                           | - | \$0       |                       |
| -----                                 |   |           |                       |
| (=) Assessed Value:                   | = | \$688,045 |                       |

### Taxing Jurisdiction

Owner: NANDIPATY FMLY LMTD PRTNSHP

December 7, 2021



Regular meeting

% Ownership: 100.0000000000%

Total Value: \$688,045

| Entity                      | Description          | Tax Rate | Appraised Value | Taxable Value | Estimated Tax |
|-----------------------------|----------------------|----------|-----------------|---------------|---------------|
| CAD                         | APPRAISAL DISTRICT   | 0.000000 | \$688,045       | \$688,045     | \$0.00        |
| CWL                         | CITY OF WESLACO      | 0.696700 | \$688,045       | \$688,045     | \$4,793.61    |
| DR1                         | DRAINAGE DISTRICT #1 | 0.102600 | \$688,045       | \$688,045     | \$705.93      |
| GHD                         | HIDALGO COUNTY       | 0.575000 | \$688,045       | \$688,045     | \$3,956.26    |
| JCC                         | SOUTH TEXAS COLLEGE  | 0.171800 | \$688,045       | \$688,045     | \$1,182.06    |
| R02                         | ROAD DIST 02         | 0.000000 | \$688,045       | \$688,045     | \$0.00        |
| SST                         | SOUTH TEXAS SCHOOL   | 0.049200 | \$688,045       | \$688,045     | \$338.52      |
| SWL                         | WESLACO ISD          | 1.018900 | \$688,045       | \$688,045     | \$7,010.49    |
| Total Tax Rate:             |                      | 2.614200 |                 |               |               |
| Taxes w/Current Exemptions: |                      |          |                 |               | \$17,986.87   |
| Taxes w/o Exemptions:       |                      |          |                 |               | \$17,986.87   |

## Improvement / Building

**Improvement #1:** COMMERCIAL State Code: F1 Living Area: 32034.0 sqft Value: \$417,463

| Type | Description           | Class CD  | Exterior Wall | Year Built | SQFT    |
|------|-----------------------|-----------|---------------|------------|---------|
| WHS  | WAREHOUSE             | 104 - SLW | COR           | 1968       | 31920.0 |
| FW   | FLEX WAREHOUSE (MALL) | 104 - SLW | COR           | 1968       | 114.0   |
| CAN  | CANOPY                | 104 - SLW |               | 1968       | 48.0    |
| ASP2 | ASPHALT 2             | * - SLW   |               | 1990       | 11880.0 |

## Land

| # | Type | Description | Acres  | Sqft      | Eff Front | Eff Depth | Market Value | Prod. Value |
|---|------|-------------|--------|-----------|-----------|-----------|--------------|-------------|
| 1 | AC   | ACREAGE     | 3.8400 | 167270.40 | 0.00      | 0.00      | \$270,582    | \$0         |

## Roll Value History

| Year | Improvements | Land Market | Ag Valuation | Appraised | HS Cap | Assessed  |
|------|--------------|-------------|--------------|-----------|--------|-----------|
| 2022 | \$417,463    | \$270,582   | 0            | 688,045   | \$0    | \$688,045 |
| 2021 | \$417,463    | \$270,582   | 0            | 688,045   | \$0    | \$688,045 |
| 2020 | \$417,463    | \$270,582   | 0            | 688,045   | \$0    | \$688,045 |
| 2019 | \$417,463    | \$270,582   | 0            | 688,045   | \$0    | \$688,045 |
| 2018 | \$430,740    | \$270,582   | 0            | 701,322   | \$0    | \$701,322 |
| 2017 | \$430,740    | \$270,582   | 0            | 701,322   | \$0    | \$701,322 |
| 2016 | \$382,615    | \$203,247   | 0            | 585,862   | \$0    | \$585,862 |
| 2015 | \$136,583    | \$203,247   | 0            | 339,830   | \$0    | \$339,830 |
| 2014 | \$136,583    | \$203,247   | 0            | 339,830   | \$0    | \$339,830 |
| 2013 | \$125,298    | \$261,120   | 0            | 386,418   | \$0    | \$386,418 |
| 2012 | \$125,298    | \$261,120   | 0            | 386,418   | \$0    | \$386,418 |
| 2011 | \$125,298    | \$261,120   | 0            | 386,418   | \$0    | \$386,418 |
| 2010 | \$89,204     | \$434,903   | 0            | 524,107   | \$0    | \$524,107 |
| 2009 | \$91,962     | \$434,903   | 0            | 526,865   | \$0    | \$526,865 |

December 7, 2021

|      |          |           |   |         |     |           |
|------|----------|-----------|---|---------|-----|-----------|
| 2008 | \$91,962 | \$434,903 | 0 | 526,865 | \$0 | \$526,865 |
|------|----------|-----------|---|---------|-----|-----------|

**Deed History - (Last 3 Deed Transactions)**

| # | Deed Date | Type | Description                | Grantor                  | Grantee                     | Volume | Page | Deed Number |
|---|-----------|------|----------------------------|--------------------------|-----------------------------|--------|------|-------------|
| 1 | 5/18/2005 | WDV  | WARRANTY DEED/VENDORS LIEN | MCMANUS DEVELOPMENTS LTD | NANDIPATY FMLY LMTD PRTNSHP |        |      | 1473243     |
| 2 | 4/5/2005  | CWD  | CRTN WD                    | MCMANUS DEVELOPMENTS LTD | MCMANUS DEVELOPMENTS LTD    |        |      | 1456476     |
| 3 | 2/13/2004 | WD   | WARRANTY DEED              | LACKEY JOHN L            | MCMANUS DEVELOPMENTS LTD    |        |      | 1297881     |

**Tax Due**

Property Tax Information as of 08/20/2021

Amount Due if Paid on: 

| Year | Taxing Jurisdiction | Taxable Value | Base Tax | Base Taxes Paid | Base Tax Due | Discount / Penalty & Interest | Attorney Fees | Amount Due |
|------|---------------------|---------------|----------|-----------------|--------------|-------------------------------|---------------|------------|
|------|---------------------|---------------|----------|-----------------|--------------|-------------------------------|---------------|------------|

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

**Questions Please Call (956) 381-8466.**



1473243

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

**Warranty Deed with Vendor's Lien**

**Date:** March 30, 2005

**Grantor:** MCMANUS DEVELOPMENTS, LTD., a Texas Limited Partnership

**Grantor's Mailing Address:** Rt. 2 Box 5211  
Weslaco, Texas 78596  
Hidalgo County

**Grantee:** NANDIPATY FAMILY LIMITED PARTNERSHIP, a Texas Limited Partnership

**Grantee's Mailing Address:** 1509 N. Misty Lane  
Weslaco, Texas 78596  
Hidalgo County

**Consideration:**

Cash and a note of even date executed by Grantee and payable to the order of INTERNATIONAL BANK OF COMMERCE in the principal amount of FIVE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$530,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of INTERNATIONAL BANK OF COMMERCE and by a first-lien deed of trust of even date from Grantee to Sonia A. Falcon, Trustee.

**Property (including any improvements):**

See Exhibit "A" attached hereto and made a part hereof for all purposes

**Reservations from Conveyance:**

None

**Exceptions to Conveyance and Warranty:**

1. Blanket easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Water Control and Improvement District No. 9 and easements and restriction as shown on map of the above described subdivision.
2. Roadways as shown on the map of West Tract Subdivision, recorded Volume 2, Page 34-37, Map Records of Hidalgo County, Texas.

3. **Right of way easement in favor of City of Weslaco as shown by instrument dated March 6, 1939, recorded in Volume 453, Page 353, Deed Records of Hidalgo County, Texas.**
4. **Electric transmission line easement in favor of AEP Texas Central Company, a Texas Corporation as shown by instrument dated June 26, 2003, filed August 28, 2003 under Document Number 1237672, Official Records of Hidalgo County, Texas.**
5. **All oil, gas and other minerals have been heretofore reserved by prior grantors as set forth in Deed dated October 22, 1993, filed December 14, 1993 under Document Number 358556, Official Records of Hidalgo County, Texas.**
6. **Subject to the subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulation of the City in which the property may be located or holding extra-territorial jurisdiction of said property.**

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this deed.

INTERNATIONAL BANK OF COMMERCE, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of INTERNATIONAL BANK OF COMMERCE and are transferred to INTERNATIONAL BANK OF COMMERCE without recourse against Grantor.

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



**MCMANUS DEVELOPMENTS, LTD.,**  
a Texas Limited Partnership

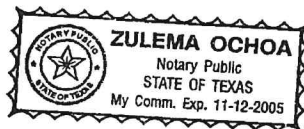
**BY: AMERICAN ADVISORY GROUP, L.L.C.**  
a Texas Limited Liability Company, General  
Partner

BY: *John Lackey*  
JOHN L. LACKEY, President  
Manager

STATE OF TEXAS )

COUNTY OF HIDALGO )

This instrument was acknowledged before me on April 14, 2005,  
by JOHN L. LACKEY, acting in his capacity as ~~President~~ <sup>MANAGER</sup> of AMERICAN ADVISORY  
GROUP, L.L.C., a Texas Limited Liability Company, General Partner of MCMANUS  
DEVELOPMENTS, LTD., a Texas Limited Partnership.



*Zulema Ochoa*  
Notary Public, State of Texas

Charge to: VLTC

PREPARED IN THE OFFICE OF:  
AFTER RECORDING RETURN TO:

Matthew L. Jones  
Jones, Galligan, Key & Lozano, L.L.P.  
2300 West Pike Boulevard, Suite 300  
Post Office Drawer 1247  
Weslaco, Texas 78599-1247  
Tel: (956) 968-5402  
Fax: (956) 968-6089

WARRANTY DEED WITH VENDOR'S LIEN  
H:\NORMA\MATTREINANDIPAT\MCMANUS\22300.WDVL

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EXHIBIT "A"

Being 3.827 acres of land, situated in Hidalgo County, Texas, and being out of Farm Tract 53, West Tract Subdivision as per map recorded in Volume 2, Pages 34-37, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes and said 3.827 acre tract being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a cotton picker spindle set on the East line of said Farm Tract 53 for the Southeast corner of said tract herein described, said cotton picker spindle also being located on the centerline of South Utah Avenue and bears North 18.43 feet from the Southeast corner of said Farm Tract 53;

Thence, North 77 degrees, 37 minutes, 30 seconds West, with the North line of the Missouri Pacific Railroad right-of-way, at a distance of 20.48 feet pass a ½ inch iron rod with a plastic cap stamped "RRA" set for reference on the West right of way line of said South Utah Avenue and continuing for a total distance of 399.69 feet to a ½ -inch iron rod found for corner;

THENCE in a Northwesterly direction, with the line of a curve to the right having a central angle of 40 degrees, 43 minutes, 45 seconds, a radius of 623.80 feet, a chord bearing North 34 degrees, 44 minutes, 22 seconds West, 434.15 feet for a curve length of 443.43 feet to a ½ -inch iron rod with a plastic cap stamped "RRA" set for the Northwest corner of said tract herein described;

THENCE, South 77 degrees, 35 minutes East, at a distance of 632.61 feet pass a "+" cut in concrete set for reference on the West right of way line of said South Utah Avenue and continuing for a total distance of 653.08 feet to a cotton picker spindle set for the Northeast corner of said tract herein described:

THENCE, South, 302.00 feet, with the East line of said Farm Tract 53 and with the centerline of said South Utah Avenue to the POINT OF BEGINNING.

WARRANTY DEED WITH VENDOR'S LIEN  
H:\NORMAMATT\REWARDIPATY\MCMANUS\22300.WDVL

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Filed for Record in:  
Hidalgo County, III  
by J. D. Salinas, III  
County Clerk  
On: May 18, 2005 at 04:46P  
As a Recording  
Document Number: 1473243  
Total Fees: \$0.00  
Receipt Number - 676552  
By: Adriana Solis, Deputy

TR



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

**1473244**

**DEED OF TRUST, ASSIGNMENT OF RENTS,  
SECURITY AGREEMENT AND FINANCING STATEMENT**

THE STATE OF TEXAS                    §  
                                                  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF HIDALGO               §

THAT I, WE, or EITHER OF US, Nandipaty Family Limited Partnership, a Texas limited partnership, 1509 N. Misty Lane, Weslaco of the County of Hidalgo, State of Texas, sometimes hereinafter called Grantors (whether one or more) for the purposes 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 and sufficiency of which is hereby acknowledged, and for the further consideration of the uses, purposes and the trusts hereinafter set forth, have GRANTED, SOLD, AND CONVEYED, and by these presents do GRANT, SELL and CONVEY unto Sonia A. Falcon Trustee, of International Bank of Commerce, One S. Broadway, McAllen, Hidalgo County, Texas 78501 and his substitutes or successors, all of the following described property situated in Hidalgo County, Texas (hereinafter the "Property"), to-wit:

See Exhibit "A" attached hereto and made a part hereof for all purposes.

**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 any part thereof.

This conveyance, however, is made in TRUST to secure payment of one Real Estate Lien Note/Promissory Note dated March 30, 2005 in the principal sum of Five Hundred Thirty Thousand and No/100ths DOLLARS (\$ 530,000.00) (the "Note"), executed by the makers of said Note, Nandipaty Family Limited Partnership, a Texas limited partnership who together with the above named Grantors, shall hereinafter collectively and interchangeably be referred to as Grantors, payable to the order of International Bank of Commerce, P.O. Box 579, 1 S Broadway

\_\_\_\_\_ hereinafter referred to as Beneficiary, in the City of McAllen, Hidalgo County, Texas and payable as therein provided, including late charges; bearing interest as therein stipulated, providing for acceleration of maturity and for reasonable and necessary attorney's fees;

Should Grantors do and perform all of the covenants and agreements herein contained, and make 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, in fee simple absolute, 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 reality.

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 total 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 any such policies to Beneficiary at least ten (10) days before any such insurance policies shall expire; any proceeds which Beneficiary may receive under such policy or policies, may be applied by Beneficiary, at its 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 Beneficiary may employ counsel for advice or other legal service at Beneficiary's discretion in connection with any dispute as to the debt hereby secured or lien securing same or this instrument, or any litigation or arbitration proceeding to which the Beneficiary may be made a party on account of this lien or which may affect the title to the Property on account of this lien or which may affect the title to the Property securing the indebtedness hereby secured or which may affect said debt or lien. Any reasonable and necessary attorney's fees so incurred shall be added and be part of the debt hereby secured.

In addition to the land and improvements above described, the lien of this Deed Of Trust covers and includes all abstracts and title papers furnished or to be furnished in connection with the making of the loan evidenced by said Note, the payment of which is secured hereby.

Grantors agree to pay on demand for all abstracts, title policies, appraisals, recording fees and attorney's fees incurred in connection with either the closing of the loan secured hereby or the renewal, extension, modification and/or rearrangement of any part of the indebtedness secured hereby, or, in the alternative, such amounts expended by Beneficiary shall be added to and be a part of the debt hereby secured.

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 any amount not to exceed that above stipulated; that any sums which may be so paid out by Beneficiary, including the costs, expenses and attorney's fees paid in any suit affecting said Property when necessary to protect the lien hereof and all other expenses and costs agreed to be paid by Grantors under the Deed Of Trust which are not paid when due shall bear interest from the dates of such payments at the prematurity interest rate stated in the Note hereby secured, and shall be deemed a part of the debt hereby secured and recoverable as such in all respects. In addition, in the event Grantors shall fail to keep the buildings and improvements insured, as aforesaid, or to deliver the policy or policies, of insurance or the renewal thereof to the Beneficiary, as aforesaid, the Beneficiary may, at his option, but without being required to do so, insure and keep insured the improvements thereon in any amount not to exceed that above stipulated (including without limitation, to the extent allowed by law, the purchase of Single Interest Insurance which may provide coverage only for Beneficiary); that all sums paid for insurance premiums by Beneficiary, as aforesaid, shall bear interest from the dates of such payments at the prematurity interest rate contracted for in the Note hereby secured, and shall be paid by Grantors to Beneficiary upon demand, at the same place at which the above-described Note is payable, and shall be deemed a part of the debt hereby secured and recoverable as such in all respects.

Grantors expressly agree annually to furnish Beneficiary validated receipts evidencing payment of all taxes assessed against, and insurance covering, the said Property. Such tax receipts shall be furnished on or before fifteen (15) days prior to the date such taxes become delinquent. The insurance receipt shall be furnished on or before ten (10) days prior to the date the current insurance coverage expires. If Grantors should fail to furnish such receipts, Beneficiary may require Grantors to deposit monthly with Beneficiary on the payment dates specified in the Note hereby secured in addition to the monthly payment of principal and interest provided in the Note hereby secured a sum equal to 1/12 of the estimated annual taxes and insurance premiums covering such Property, such estimates to be made by Beneficiary. Beneficiary shall hold such deposits, without bond and without accrual of interest thereon, to pay taxes and insurance premiums as they become due, until the indebtedness secured hereby is fully paid and the balance delivered to Grantors.

Subject to applicable law and notwithstanding the preceding paragraph, at Beneficiary's option, and in its sole discretion, Beneficiary may require Grantors to pay Beneficiary on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may attain priority over the lien of this Deed Of Trust as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Grantors to Beneficiary, in accordance with the preceding paragraph, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Beneficiary may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Grantor's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601, et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Beneficiary may, at any time, collect and hold Funds in any amount not to exceed the lesser amount. Beneficiary may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Beneficiary, if Beneficiary is such an institution) or in any Federal Home Loan Bank. Beneficiary shall apply the Funds to pay the Escrow Items. Beneficiary may not charge Grantors for holding and applying the Funds, annually analyzing the escrow account, or



verifying the Escrow Items, unless Beneficiary pays Borrower interest on the Funds and applicable law permits Beneficiary to make such a charge. However, Beneficiary may require Grantors to pay a one-time charge for an independent real estate tax reporting service used by Beneficiary in connection with this loan, unless applicable law provides otherwise. Unless agreement is made or applicable law requires interest to be paid, Beneficiary shall not be required to pay Grantors any interest or earnings on the Funds. Grantors and Beneficiary may agree in writing, however, that interest shall be paid on the Funds. If required by law, Beneficiary shall give to Grantors, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Deed Of Trust.

If the Funds held by Beneficiary exceed the amounts permitted to be held by applicable law, Beneficiary shall account to Grantors for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Beneficiary at any time is not sufficient to pay the Escrow Items when due, Beneficiary may so notify Grantors in writing, and, in such case Grantors shall pay to Beneficiary the amount necessary to make up the deficiency. Grantors shall make up the deficiency in no more than twelve (12) monthly payments, at Beneficiary's sole discretion.

Upon payment in full of all sums secured by this Deed Of Trust, Beneficiary shall promptly refund to Grantors any Funds held by Beneficiary. If, under foreclosure proceedings, Beneficiary shall acquire or sell the Property, Beneficiary upon the acquisition or sale of the Property, shall apply any Funds held by Beneficiary at the time of the acquisition or sale as a credit against the sums secured by this Deed Of Trust.

Grantors shall not impose, or permit to be imposed, any restrictive covenants upon the Property herein described or execute or file, or permit to be filed, any subdivision plat or condominium declaration or other instrument affecting said Property without the prior written consent of Beneficiary.

**All agreements between any of the parties hereto are hereby limited by these provisions which shall override all such agreements, whether now existing or thereafter arising. If from a construction of any document related to any transaction between Bank, Grantors and/or any other person or entity executing this Deed Of Trust, any term(s) or provision(s) of any document is in conflict with applicable law, such document shall be automatically reformed and modified as to comply with applicable law, without the necessity of execution of any amendment or new document.**

That in the event of default in the payment of any installment, principal or interest, or of a late charge, of the Note hereby secured, or in the payment, when due, of any other indebtedness secured hereby, 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 shall, at Beneficiary's option, GRANTORS HEREBY EXPRESSLY WAIVE NOTICES OF NON-PAYMENT, PRESENTMENT FOR PAYMENT, PRESENTATIONS/DEMANDS FOR PAYMENT, NOTICES OF INTENTION TO ACCELERATE MATURITY, NOTICES OF ACTUAL ACCELERATION OF MATURITY, PROTESTS, AND NOTICES OF PROTEST, accelerate the maturity of the Note(s) hereby secured and the entire outstanding and unpaid principal indebtedness hereby secured together with all accrued and unpaid interest thereon, all accrued and unpaid late charges, fees and other sums shall thereby become immediately due and payable, and in the event of default in the payment of said indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of Beneficiary (which request is hereby conclusively presumed), to enforce this trust; and after advertising the time, place and terms of the sale of the above described and conveyed Property, then subject to the lien hereof, for at least twenty-one (21) days preceding the date of sale by posting written or printed notice thereof at the County Courthouse and by filing a copy of such notice in the office of the County Clerk of the county where said Property is situated, which notice may be posted by the Trustee acting, or by any person acting for him, and the Beneficiary (the holder of the indebtedness secured hereby) has, at least twenty-one (21) days preceding the date of sale, served written or printed notice of the proposed sale by certified mail on each person and/or entity(s) obligated to pay the indebtedness secured by this Deed Of Trust according to the records of Beneficiary by the deposit of such notice, enclosed in a postpaid wrapper, properly addressed to such person(s) and/or entity(s) at such person's and/or entity(s) most recent address as shown by the records of Beneficiary, in a post office or official depository under the care and custody of the United States Postal Service, the Trustee shall sell the above described property, then subject to the lien hereof, at public auction in accordance with such notice at the Courthouse of said county where such Property is situated (provided where said Property is situated in more than one county, the notice to be posted as herein provided shall be posted at the Courthouse of each of such counties, and filed with the County Clerk of each of such counties where said Property is situated, and said above described and conveyed Property may be sold at the Courthouse of any one of such counties, and the notices so posted and filed shall designate the county where the Property will be sold), on the first Tuesday in any month between the hours of ten o'clock A.M. and four o'clock P.M., to the highest bidder for cash, selling all of the Property as an entirety or in such parcels as the Trustee acting may elect and make due conveyance to the Purchaser or Purchasers, with general warranty binding Grantors, their heirs and assigns; and 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 reasonable commission 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 late 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.

Beneficiary may remedy any default, without waiving same, or may waive any default without waiving any prior or subsequent default.

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 the 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 same and require the Trustee, his substitute or successor, to sell the Property in accordance with the provisions of this Deed Of Trust.

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

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 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 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.

Grantors agree that any resale by Beneficiary of the Property described in this Deed Of Trust after foreclosure may be made for a price below the fair market value (i.e. at wholesale) and that Beneficiary is not required to re-sell the Property for a price equal to or above fair market value (i.e. retail). Grantors agree that the sales price obtained by Beneficiary at any such resale will not be used in determining the fair market value of the Property for the purposes of determining value under Section 51.003 of the Texas Property Code.

To the greatest extent permitted by law, Grantors hereby waive all rights and remedies created under Section 51.003 of the Texas Property Code including, without limitation, the right introduce evidence of the amount of the sales price of the Property sold by Beneficiary following any foreclosure of the liens pursuant to the terms of this Deed Of Trust.

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 may, at the option of Beneficiary, immediately become due and payable, and the acting Trustee may then proceed to sell same under the provisions of this Deed Of Trust.

Grantors hereby transfer and assign unto Beneficiary, to be applied on the debt secured hereby: (a) all eminent domain or condemnation award moneys which may hereafter be awarded or paid for the condemnation of the hereinabove described Property, or any part thereof or for any portion of the premises which may be appropriate for any 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 Property; (b) all the bonuses rents, royalties, damages and delay moneys that may be due or that may hereafter become due and payable to the Grantors or their assigns under any oil, gas, mining or mineral lease or leases of any kind now existing, or which may hereafter come into existence (including agricultural and/or hunting contracts of every kind) covering the above-described Property or any part thereof; (c) all proceeds from the sale of crops grown on the Property, as well as all pasturage and/or grazing or hunting fees. Grantors authorize and direct payment of such money to said Beneficiary until the debt secured hereby is paid. Such money may, at the option of the Beneficiary, be applied on the debt whether due or not. The Beneficiary shall not be obligated, in any manner to collect said moneys or any part thereof, and shall be responsible only for amounts received by the Beneficiary. Nothing herein contained shall be construed as a waiver or prejudice to the priority of this lien or the options hereunder in favor of said Beneficiary.

It is agreed that an extension, or extensions, may be made as to the time of payment of all, or part, of the indebtedness secured hereby, and that any part of the above described 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 encumbrance, 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 Property, it is agreed that the first payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness.

**Nothing contained herein or in the Note 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 or to the extent Federal Law permits a greater rate, then such greater rate, 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 name 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.

In the event that the hereinabove described Property is sold, conveyed, or otherwise disposed of without the prior written consent of the Beneficiary, the maturity of the outstanding and unpaid principal, all accrued and unpaid interest, all accrued and unpaid late charges, and other fees and/or charges arising out of said Note or hereunder may, at the option of the Beneficiary, be accelerated and the Beneficiary may immediately demand payment of the then outstanding and unpaid principal sum, together with all accrued and unpaid interest due thereon, and all accrued and unpaid late charges, and other fees and/or charges then due and owing.

In the event Grantors should seek a temporary restraining order or an injunction or other legal action, be it temporary or permanent, to prevent, hinder or delay the exercise by Beneficiary of its rights and remedies under this Deed Of Trust, including, without limitation, its foreclosure rights, upon the occurrence of as default, as herein provided, then Grantors agree to pay and/or reimburse Beneficiary for all costs and expenses, including its reasonable and necessary attorney's fees, incurred by Beneficiary in connection with its



defense, appearance and/or other action taken by Beneficiary with respect thereto, such payment and/or reimbursement to be made whether or not Beneficiary is the prevailing party in any such injunction or temporary restraining order or legal or arbitration proceeding. Grantors agree to contact, in writing, Dennis E. Nixon, prior to the institution of any such legal or arbitration proceedings so as to permit Beneficiary the opportunity to appear and defend itself.

It shall be an event of default under this Deed Of Trust should Grantors, or any of them or any guarantor, fail to timely deliver any and all financial statements, income tax returns, inventory reports, cash flow information, accounts receivable reports, or any other business, tax or financial information requested by Beneficiary.

Grantors hereby grant Beneficiary the right to protest any and all ad valorem taxes and special assessments made against the Property covered by this Deed Of Trust. In that regard, Grantors shall deliver to Beneficiary a true and correct copy, when received, of all tax assessments, valuations, re-appraisals and other notices received by Grantors from all tax authorities. Beneficiary shall have the right to appear in all tax proceedings and file appeals concerning taxes affecting the Property or any portion thereof.

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

See Exhibit "B" attached hereto and made a part hereof for all purposes.

To the extent allowed by law, this conveyance is also made in trust to secure and enforce the payment of any and all other indebtedness of Grantors to Beneficiary presently existing or which may in any manner or means hereafter be incurred or created by Grantors, which other or future indebtedness Grantors acknowledge to be currently contemplated by Grantors and evidenced in any manner whatsoever, including without limitation:

- A. any commercial loan or indebtedness;
- B. any credit card or other consumer type of loan;
- C. any indebtedness relating to checking or savings accounts (overdrafts, fees, etc.);
- D. any expenses incurred in the protection or maintenance of the collateral securing any of such liabilities, loans, and obligations;
- E. any expenses incurred in the collection of any indebtedness and/or obligation of the Grantors to Lender whether arising out of this agreement or otherwise;
- F. any letters of credit and/or indebtedness arising out of, or advanced to pay, letters of credit transactions;
- G. any indebtedness, however evidenced, whether by promissory note, bookkeeping entry, electronic transfer or by any other manner or form;
- H. any other indebtedness of Grantors to any financial institution affiliated with International Bancshares Corporation, jointly and/or severally, and in any capacity, whether as maker, guarantor, or otherwise, now or hereafter owing and regardless of how evidenced or arising; and
- I. any and all extensions, modifications, substitutions and/or renewals of any of such indebtedness.

To the extent allowed by law, for purposes hereof it is intended that the indebtedness include all classes of indebtedness, whether evidenced by notes, open accounts, overdraft, or otherwise, and whether direct, indirect or contingent, regardless of class, form or purpose and including but not limited to, loans for consumer, agricultural, business or personal purposes. The indebtedness does not include amounts owing pursuant to a homestead loan, homestead equity loan and/or home equity line of credit.

It being expressly agreed and understood that any and all sums now owed to or hereafter advanced by Beneficiary to Grantors shall be payable at the main offices of Beneficiary at One S. Broadway, McAllen, Hidalgo County, Texas 78501, and shall bear interest as may be provided in such notes or other evidences of indebtedness given by Grantors to Beneficiary; and this instrument is also executed for the purpose of securing and enforcing the payment of any renewal, extension and/or modification of any note or of any part of the said indebtedness of Grantors and including any further loans and advancements made by Beneficiary to Grantors. Repayment of all indebtedness of Grantors to Beneficiary shall not terminate this Deed Of Trust unless the same be so released by Beneficiary at the request of Grantors, but otherwise it shall remain in full force and effect to secure all future advances and indebtedness, regardless of any additional security that may be taken as to any past or future indebtedness, and shall be unaffected by any renewals, extensions or partial releases hereunder.

GRANTORS WILL NEITHER CREATE NOR PERMIT ANY JUNIOR OR SUBSEQUENT LIEN OR ENCUMBRANCE AGAINST THE PROPERTY WITHOUT PRIOR WRITTEN CONSENT OF BENEFICIARY.

Applicable to Prior Liens. If this Deed Of Trust is or becomes subordinate to any other liens, security interests, assignments of leases or rents or any other encumbrances (collectively, the "Prior Liens") affecting any of the Property, all documents creating the Prior Liens and evidencing and governing the indebtedness secured shall be collectively called the "Prior Lien Documents" and this section shall

apply. Grantors shall not enter into any renewal, extension, modification, increase or refinancing of any of the Prior Lien Documents or the indebtedness secured thereby without prior written consent of Beneficiary. Grantors shall pay when due all indebtedness evidenced and secured by the Prior Lien Documents and shall timely perform all other obligations of the Grantors under the Prior Lien Documents. Beneficiary may, but shall not be obligated to, pay any such indebtedness or perform any such obligations for the account of Grantors and any sum so expended shall be secured hereby. Grantors shall pay to Beneficiary all amounts so expended by Beneficiary with interest on such amounts from the date and at the rate set forth in the Note, but not in excess of the highest rate permitted by applicable law. Beneficiary's cure of any default under any of the Prior Lien Documents shall not constitute a cure of the default under this Deed Of Trust. Grantors shall send to Beneficiary a copy of each notice of default or notice of acceleration or other notice received by Grantors from the holder of any of the Prior Lien Documents within one (1) business day after receipt thereof by Grantors. Notwithstanding the foregoing, Beneficiary does not consent to any Prior Lien unless otherwise expressly permitted in this Deed Of Trust.

Security Agreement/Financing Statement. This Deed Of Trust lien shall cover all property now or hereafter affixed or attached or incorporated into the Property, described herein and now or hereafter owned by Grantors in which Grantors now or hereafter have an interest which, to the fullest extent permitted by law, shall be deemed fixtures and part of the Property. In addition, this Deed Of Trust lien shall cover, and Grantors to the extent of any present or hereafter created rights of Grantors in such Property hereby grant to Beneficiary, a security interest in (i) all building materials, fixtures, equipment and other personal property, to be incorporated into any improvements constructed on the premises; (ii) all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings and other personal property which are now or may hereafter be appropriated for use on (whether such items are stored on the premises or elsewhere), located on or used in connection with the premises; (iii) all rents, issues and profits, proceeds, profits, renewals, income or other benefit derived from the payments received for lodging from interests and/or materials, and all inventory, accounts, accounts receivable, contract rights, general intangibles, intellectual property, chattel paper, instruments, documents, permits, plans, specifications, drawings, governmental approvals, notes, drafts, letters of credit, indebtedness arising from and/or to pay an advance on letters of credit, accounts due from credit, debit and/or charge card companies, insurance policies, insurance condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the premises and any business conducted on the premises by Grantors; and (iv) all replacements and substitutions for or additions to, all products and proceeds of, and all books, records and files relating to any of the foregoing. To the extent any property covered by this Deed Of Trust lien consists of rights in action or personal property covered by the Texas Business And Commerce Code, this Deed Of Trust lien constitutes a security agreement and is intended to create a security interest in such property in favor of Beneficiary. This Deed Of Trust shall be self-operative with respect to such property, and in the event of default and/or acceleration of the indebtedness hereby secured, Grantors expressly grant to Beneficiary the right to enter upon the Property where the collateral is located for the purpose of enforcing its right to such collateral, and Grantors agree to execute and deliver, on demand, such security agreements, financing statements and other instruments as Beneficiary may request in order to impose the lien hereof made more specifically upon any of such property. If the lien of this Deed Of Trust on any property shall be subject to prior security agreement covering such property, then in the event of any default hereunder, all the rights, title and interest of Grantors in and to any and all deposits made in connection with the transaction whereby such prior security agreement was made are hereby presently assigned to Beneficiary, together with the benefit of any payments now or hereafter made in connection with such transaction.

Financing Statements. In addition to Beneficiary's other rights set forth in this Deed Of Trust, Beneficiary shall have all rights of a secured party under the Texas Business And Commerce Code (the "Code"). At Beneficiary's request, Grantors shall execute and deliver to Beneficiary all financing statements that may be required by Beneficiary to establish and maintain the validity and priority of Beneficiary's security interest, and Grantors shall bear all costs thereof, including all searches reasonably required by Beneficiary. If Beneficiary should dispose of any of the property covered by the security interest created under this Deed Of Trust pursuant to the Code, ten (10) days written notice by Beneficiary to Grantors shall be deemed to be reasonable notice; provided however, Beneficiary may dispose of such property in accordance with the foreclosure procedures of this Deed Of Trust in lieu of proceeding under the Code.

- (i) Grantors hereby authorize Beneficiary to file a Financing Statement, an Amended Financing Statement and a Continuation Financing Statement (collectively referred to as the "Financing Statement") describing the Collateral.
- (ii) Grantors hereby authorize Beneficiary to file a Financing Statement describing any agricultural liens or other statutory liens held by Beneficiary.
- (iii) Grantors shall receive prior to the Closing an official report from the Secretary of State of each Collateral State, the Chief Executive Office State, and the Debtor State (each as defined below) (the "SOS Reports") indicating that Beneficiary's security interest is prior to all other security interests or other interests reflected in the report.
- (iv) Beneficiary shall receive at any time following the Closing an SOS Report indicating that Beneficiary's security interest is prior to all other security interests or other interests reflected in the report.

Beneficiary may sell, lease, or otherwise dispose of any of the personal property in accord with the rights, remedies, and duties of a Beneficiary under Chapters 2 and 9 of the Texas Business And Commerce Code after giving notice as required by those chapters; unless the Collateral threatens to decline rapidly in value, is perishable, or would typically be sold on a recognized market, Beneficiary will give Grantors reasonable notice of any public sale of the Collateral or of a time after which it may be otherwise disposed of without further notice to Grantors; in this event, notice will be deemed reasonable if it is mailed, postage prepaid, to Grantors at the address specified in this agreement at least ten days before any public sale or ten days before the time when the Collateral may be otherwise disposed of without further notice to Grantors. Grantors authorize Beneficiary to disclaim or modify any and all warranties set forth in Section 9.610(d) of the Texas Business And Commerce Code and stipulate and agree that such a disclaimer and/or modification will not render the sale commercially unreasonable. Beneficiary may retain all or part of the Collateral in full and/or partial satisfaction of the Indebtedness pursuant to Section 9.620 of Texas Business And Commerce Code.

Without providing Beneficiary with at least thirty (30) days prior written notice of Grantors' intention to do so, Grantors, until the indebtedness is paid in full, agree that they will not:

- a. in one transaction or a series of related transactions, merge into or consolidate with any other entity, sell all or substantially all of its assets, or in any way jeopardize its corporate existence,
- b. change the state of its incorporation,
- c. change its corporate name,



- d. change the address and/or location of its Chief Executive Office
- e. file a UCC-1 Amendment form, and/or
- f. file a UCC-1 Termination form.

Grantors shall give advance notice in writing to Beneficiary of any proposed change in Grantors' name, identity, or structure and shall execute and deliver to Beneficiary, prior to or concurrently with the occurrence of any such change, all additional financing statements that Beneficiary may require to establish and maintain the validity and priority of Beneficiary's security interest with respect to any of the property described or referred to herein.

Grantors expressly represent that the Property hereinabove mentioned and conveyed to the Trustee forms no part of any property owned, used or claimed by Grantors as exempted from forced sale under the law of the State of Texas as either personal or business homestead, and Grantors renounce all and every claim thereto under any such law or laws and hereby expressly designate as their homestead, personal and business, and as constituting all the property owned, used or claimed by them as exempt either as personal and/or business under such laws the following described property:

1509 N. MISTY LANE, WESLACO HIDALGO County, Texas.  
(Personal And Business Homestead)

Assignments of Rents, Profits, etc. All of the rents, royalties, bonuses, issues, contracts for deed, proceeds, profits, revenue, income and any other benefit derived from the Property and improvements thereto, or arising from the use or enjoyment of any portion thereof or from any lease or agreement pertaining thereto and liquidated damages following default under such leases, and all proceeds payable under any policy of insurance covering loss of rents or caused by damage to any part of the Property, together with any and all rights that Grantors may have against any tenant with any and all rights that Grantors may have against any tenant under such leases or any subtenants or occupants of any part of the Property (hereinafter called the "Rents"), are hereby absolutely and unconditionally assigned to Beneficiary. Prior to a default in payment by Grantors of any portion of the indebtedness secured by this Deed Of Trust (the "Indebtedness") or breach of any covenant, representation or warranty made herein by Grantors (collectively, an "Event of Default"), Grantors shall have a license to collect and receive all Rents as Trustee for the benefit of Beneficiary and Grantors, and Grantors shall apply the funds so collected first to the payment of the Indebtedness in such manner as Beneficiary elects and thereafter to the account of Grantors. The foregoing assignment is intended to be absolute, unconditional and presently effective. It shall never be necessary for Beneficiary to institute legal proceedings of any kind to enforce the terms of this assignment.

Assignment of Leases. Grantors hereby assign to Beneficiary all existing and future leases, including subleases thereof, and any and all extensions, renewals, modifications, and replacements thereof, upon any part of the Property (the "Leases"). Grantors hereby further assign to Beneficiary all guaranties of tenants' performance under the Leases. Prior to an Event of Default, Grantors shall have the right, without joinder of Beneficiary, to enforce the Leases, unless Beneficiary directs otherwise.

Warranties Concerning Leases and Rents. Grantors represent and warrant that: (a) Grantors have good title to the Leases and Rents hereby assigned and authority to assign them; and no other person or entity has any right, title or interest therein; (b) all existing Leases are valid, unmodified and in full force and effect, except as indicated herein, and no default exists thereunder; (c) unless otherwise provided herein, no Rents have been or will be assigned, mortgaged or pledged; (d) no Rents have been or will be anticipated, waived, released, discounted, set-off or compromised; and (e) Grantors have not received any funds or deposits from any tenant for which credit has not already been made on account of accrued Rents.

Grantor's Covenants of Performance as to Leases. Grantors covenant to: (a) perform all of their obligations under the Leases and give prompt notice to Beneficiary of any failure to do so; (b) give immediate notice to Beneficiary of any notice Grantors received from any tenant or subtenant under any leases, specifying any claimed default by any party under such Leases, excluding, however, notice of defaults under residential leases; (c) enforce the tenant's obligations under the Leases; (d) defend, at Grantor's expense, any proceeding pertaining to the Leases, including, if Beneficiary so requests, any such proceeding to which Beneficiary is a party; and (e) neither create nor permit any encumbrance upon its interest as lessor of the Leases, except this Deed Of Trust and any other encumbrances permitted by this Deed Of Trust.

Prior Approval for Action Affecting Leases. Grantors shall not, without the prior written consent of Beneficiary, receive or collect Rents more than one month in advance, encumber or assign future Rents, waive or release any obligations of any tenant under the Leases, cancel, terminate or modify any of the Leases, cause or permit any cancellation, termination or surrender of any of the Leases, or commence any proceedings for dispossession of any tenant under any of the Leases, except upon default by the tenant thereunder, or permit any assignment of the Leases whereby a tenant is released from its obligation.

Rejection of Leases in Bankruptcy. Grantors agree that no settlement for damages for termination of any of the Leases under the Federal Bankruptcy Code, or under any other federal, state, or local statute, shall be made without the prior written consent of Beneficiary, and any check in payment of such damages shall be made payable to both Grantors and Beneficiary. Grantors hereby assign any such payment to Beneficiary, to be applied to the Indebtedness as Beneficiary may elect, and agree to endorse any check for such payment to the order of Beneficiary.

Beneficiary's Rights. Beneficiary's acceptance of this assignment shall not, prior to, upon, or after entry upon and taking possession of the Property by Beneficiary or any foreclosure of the lien hereunder or conveyance of the Property herein described in lieu thereof, be deemed to constitute Beneficiary as a "mortgagee in possession", nor obligate Beneficiary to appear in or defend any proceeding relating to any of the Leases or to the Property, take any action hereunder, expend any money, incur any expenses or perform any obligation or liability under the Leases, or assume any obligation or liability under the Leases, or assume any obligation including security deposits. Beneficiary shall not be liable for any injury or damage to any person or property in or about the Property. Beneficiary shall not be obligated to perform, satisfy, or otherwise adhere to any terms of any of the Leases or any covenant of Grantors to any tenant unless Beneficiary agrees to do so, in writing, executed by Beneficiary, which Beneficiary may elect not to do so, in its sole and absolute discretion.

Appointment of Attorney-In-Fact. Grantors hereby appoint Beneficiary its attorney-in-fact, coupled with an interest, empowering Beneficiary to subordinate any Leases to this Deed Of Trust.

Indemnification. Grantors hereby indemnify and hold Beneficiary harmless from all liability, damage, or expense incurred by

**Beneficiary from any claims under the Leases, including, without limitation, claims by tenants for security deposits or for rental payments more than one (1) month in advance and not delivered to Beneficiary. All amounts indemnified hereunder, including reasonable attorney's fees, if paid by Beneficiary shall bear interest at the maximum lawful rate and shall be payable by Grantors immediately without demand and shall be secured hereby.**

Records, Etc. Upon request by Beneficiary, Grantors shall deliver to Beneficiary executed originals of all Leases and copies of all records relating thereto. There shall be no merger of the leasehold estates, created by the Leases, with the fee estate of the Mortgaged Property without the prior written consent of Beneficiary. Upon default, Grantors hereby authorize and direct the tenants under the Leases to pay Rents to Beneficiary upon written demand by Beneficiary, without further consent of Grantors, and the tenants may rely upon any written statement delivered by Beneficiary to the tenants. Any such payment to Beneficiary shall constitute payment to Grantors under the Leases.

Fixtures. Some of the items on the Property are goods that are or are to become fixtures related to said Property, and it is intended that, as to those goods, this Deed Of Trust shall be effective as a financing statement filed as a fixture filing from the date of its filing of record in the real estate records of the county in which the Property is situated. Information concerning the security interest created by this instrument may be obtained from Beneficiary, as secured party, at the address of Beneficiary set forth elsewhere in this Deed Of Trust. The mailing address of the Grantors, as Debtor, is as stated herein.

Environmental Compliance. Grantors' use of the Property will at all times comply with all laws, statutes, ordinances, rules and regulations ("Laws") of any governmental, quasi-governmental or regulatory authority which relate to the transportation, storage, placement, handling, treatment, discharge, generation, production, removal or disposal (collectively, "Treatment") of any waste, petroleum product (including, without limitation, gasoline and diesel fuel), waste products, poly-chlorinated biphenyl, asbestos hazardous materials, and/or any other substance, the Treatment of which is regulated by any laws (collectively, "Waste"). Grantors will comply with all Laws regarding underground storage tanks used to hold gasoline, diesel fuel, or any other petroleum products on the Property.

To the best of Grantors' knowledge, no Waste is not located on the Property, and neither Grantors nor, to the best of Grantors' knowledge, any other person has ever caused or permitted any Treatment of any Waste on, under or at the Property or any part thereof, and to the best of Grantors' knowledge, no property adjoining the Property is being used, or has ever been used at any previous time for the Treatment of Waste.

To the best of Grantors' knowledge, no investigation, administrative order, consent order and agreement, litigation or settlement, with respect to Waste or the Treatment of Waste is proposed, threatened, anticipated or in existence with respect to the Property. The Property is not currently on, and to Grantors' knowledge, after diligent investigation and inquiry, has never been on, any federal or state "Superfund" or "Superlien" list.

Grantors agree to (a) give notice to Beneficiary immediately upon Grantors acquiring knowledge of any Waste on the Property with a full description thereof; (b) promptly comply with any laws applicable to Grantors or the Property requiring the removal, treatment or disposal of such Waste and provide Beneficiary with satisfactory evidence with such compliance; and (c) provide Beneficiary within thirty (30) days after demand by Beneficiary with a bond, letter of credit or similar financial assurance evidencing to Beneficiary's satisfaction that the necessary funds are available to pay the cost of removing, treating and disposing of such Waste and discharging of any assessments that may be established on the Property as a result thereof.

Any environmental spill, discharge or other event upon or adjacent to the Property which Beneficiary determines materially and adversely affects the value and/or use of the Property, shall be an Event of Default under this Deed Of Trust and the Note and all other indebtedness secured hereby.

Grantors agree to perform an asbestos survey and obtain a permit, and to provide a copy of said survey to Beneficiary, prior to commencing any renovation and/or demolition of a public or commercial building. Grantors further agree to comply with all other state and federal statutes and/or regulations regarding asbestos and asbestos removal.

Site Assessments. Beneficiary (by its officers, employees and agents) at any time and from time to time, either prior to or after the occurrence of any default, may contract for the services of any person or firm ("Site Reviewers") to perform environmental site assessments ("Site Assessments") on the Property for the purposes of determining whether there exists on the Property any environmental condition which could reasonably be expected to result in any liability, cost or expense to the owner, occupier or operator of such Property arising under any Laws relating to Waste or the Treatment of Waste. The Site Assessments may be performed at any time or times, upon reasonable notice, and under reasonable conditions established by Grantors which do not impede the performance of the Site Assessments. Grantors agree that any Site Assessment shall be for the sole and exclusive use, benefit and reliance of Beneficiary in assessing the value of its security interest in the Property and will not be relied on by Grantors for any purpose. The Site Reviewers are hereby authorized to enter upon the Property for such purposes. The Site Reviewers are further authorized to perform above and below ground testing for environmental damage or the presence of waste on the Property and such other tests on the Property as may be necessary to conduct the Site Assessments in the reasonable opinion of the Site Reviewers. Grantors will supply to the Site Reviewers such historical and operational information regarding the Property as may be reasonably requested by the Site Reviewers to facilitate the Site Assessments and will be available for meetings with Site Reviewers if requested. The cost of performing such Site Assessments shall be paid by Grantors upon demand of Beneficiary and any such expenses borne by Beneficiary not immediately reimbursed by Grantors shall be secured by this Deed Of Trust.

Indemnification. Whether or not any Site Assessments are conducted, and regardless of whether or not a default occurs under this Deed Of Trust or under the Note or under any other indebtedness secured hereby and regardless of whether any remedies in respect of the Property are exercised by Beneficiary, Grantors will defend, indemnify and hold harmless Beneficiary and Trustee from any and all liabilities (including strict liability), actions, demands, penalties, losses, costs or expenses (including, without limitation, attorneys fees and expenses, and remedial costs), suit costs of any settlement or judgment and claims of any and every kind whatsoever which may now or in the future (whether before or after the release or foreclosure of this Deed Of Trust) be paid, incurred or suffered by or asserted against Beneficiary or Trustee by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, on or affecting the Property of any waste or any spill, or which arise out of or result from the environmental condition of the Property or the applicability of any laws relating to the waste (including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq., as arises from time to



time, or any federal, state or local so-called "Superfund" or "Superlien" law, statute, law, ordinance, code, rule, regulation, order or decree), regardless of whether or not caused by or within the control of Grantors, Beneficiary or Trustee. The representations, covenants, warranties an indemnification herein contained shall survive the release and/or judicially or non-judicial foreclosure (or transfer in lieu thereof) of the lien of this Deed Of Trust. For the purpose of this paragraph and notwithstanding any other provision contained herein to the contrary, the term "Grantors" shall refer not only to the Grantors not only to the Grantors named herein, but also to all other person who may hereafter assume to the Note and the obligations of this Deed Of Trust.

**ARBITRATION.**

**GRANTORS, BENEFICIARY AND TRUSTEE FURTHER AGREE AS FOLLOWS:**

**I. CONSUMER-RELATED CLAIMS OF \$75,000.00 OR LESS IN ACTUAL DAMAGES:**

(a) WITH REGARD TO ALL CONSUMER-RELATED CLAIMS OF \$75,000.00 OR LESS IN ACTUAL DAMAGES, ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF THIS CONTRACT, ITS NEGOTIATION AND/OR THE BREACH THEREOF, SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS SUPPLEMENTAL PROCEDURES FOR RESOLUTION OF CONSUMER-RELATED DISPUTES AND CONSUMER DUE PROCESS PROTOCOL (WHICH ARE INCORPORATED HEREIN FOR ALL PURPOSES), AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. IT IS INTENDED BY ALL PARTIES THAT THIS ARBITRATION CLAUSE MEET AND INCLUDE ALL FAIRNESS STANDARDS AND PRINCIPLES OF THE AMERICAN ARBITRATION ASSOCIATION'S CONSUMER DUE PROCESS PROTOCOL AND DUE PROCESS IN PREDISPUTE ARBITRATION.

(b) INSTEAD OF PROCEEDING IN ARBITRATION, ANY PARTY HERETO MAY PURSUE ITS CLAIM IN THE CONSUMER'S LOCAL SMALL CLAIMS COURT, IF THE CONSUMER-RELATED CLAIM MEETS THE SMALL CLAIMS COURT JURISDICTIONAL LIMITS. IF THE SMALL CLAIMS COURT OPTION IS CHOSEN, THE PARTY MUST CONTACT THE SMALL CLAIMS COURT DIRECTLY.

(c) THE PARTIES FURTHER AGREE THAT (i) NO ARBITRATION PROCEEDING HEREUNDER SHALL BE CERTIFIED AS A CLASS ACTION OR PROCEED AS A CLASS ACTION, OR ON A BASIS INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC, OTHER CUSTOMERS OR POTENTIAL CUSTOMERS OR PERSONS SIMILARLY SITUATED AND (ii) NO ARBITRATION PROCEEDING HEREUNDER SHALL BE CONSOLIDATED WITH, OR JOINED IN ANY WAY WITH, ANY OTHER ARBITRATION PROCEEDING.

(d) THIS ARBITRATION PROVISION SHALL SURVIVE ANY TERMINATION, AMENDMENT, OR EXPIRATION OF THE AGREEMENT IN WHICH THIS PROVISION IS CONTAINED, UNLESS ALL OF THE PARTIES OTHERWISE EXPRESSLY AGREE IN WRITING.

(e) THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT EVIDENCES A TRANSACTION INVOLVING INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT SHALL GOVERN THE INTERPRETATION, ENFORCEMENT, AND PROCEEDINGS PURSUANT TO THE ARBITRATION CLAUSE OF THIS AGREEMENT.

**II. CONSUMER-RELATED CLAIMS ABOVE \$75,000.00 IN ACTUAL DAMAGES AND/OR COMMERCIAL CLAIMS:**

(a) ANY ARBITRATION INVOLVING CONSUMER-RELATED CLAIMS ABOVE \$75,000.00 IN ACTUAL DAMAGES AND/OR COMMERCIAL CLAIMS HEREUNDER SHALL BE BEFORE AT LEAST THREE NEUTRAL ARBITRATORS ASSOCIATED WITH THE AMERICAN ARBITRATION ASSOCIATION AND SELECTED IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. FAILURE OF ANY ARBITRATOR TO DISCLOSE ALL FACTS WHICH MIGHT TO AN OBJECTIVE OBSERVER CREATE A REASONABLE IMPRESSION OF THE ARBITRATOR'S PARTIALITY, AND/OR MATERIAL ERRORS OF LAW SHALL BE GROUNDS [IN ADDITION TO ALL OTHERS] FOR VACATUR OF AN AWARD RENDERED PURSUANT TO THIS AGREEMENT.

(b) THE PARTIES FURTHER AGREE THAT (i) NO ARBITRATION PROCEEDING HEREUNDER SHALL BE CERTIFIED AS A CLASS ACTION OR PROCEED AS A CLASS ACTION, OR ON A BASIS INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC, OTHER CUSTOMERS OR POTENTIAL CUSTOMERS OR PERSONS SIMILARLY SITUATED AND (ii) NO ARBITRATION PROCEEDING HEREUNDER SHALL BE CONSOLIDATED WITH, OR JOINED IN ANY WAY WITH, ANY OTHER ARBITRATION PROCEEDING.

(c) THIS ARBITRATION PROVISION SHALL SURVIVE ANY TERMINATION, AMENDMENT, OR EXPIRATION OF THE AGREEMENT IN WHICH THIS PROVISION IS CONTAINED, UNLESS ALL OF THE PARTIES OTHERWISE EXPRESSLY AGREE IN WRITING.

(d) THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT EVIDENCES A TRANSACTION INVOLVING INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT SHALL GOVERN THE INTERPRETATION, ENFORCEMENT, AND PROCEEDINGS PURSUANT TO THE ARBITRATION CLAUSE OF THIS AGREEMENT.

**III. ADDITIONAL COMMERCIAL CLAIMS PROVISIONS:**

(a) ANY AND ALL COMMERCIAL CONTROVERSIES BETWEEN THE PARTIES, SHALL BE RESOLVED BY ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN EFFECT AT THE TIME OF FILING, UNLESS THE COMMERCIAL ARBITRATION RULES CONFLICT WITH THIS PROVISION, AND IN SUCH EVENT THE TERMS OF THIS PROVISION SHALL CONTROL TO THE EXTENT OF THE CONFLICT.



(b) THE AWARD OF THE ARBITRATORS, OR A MAJORITY OF THEM, SHALL BE FINAL, AND JUDGMENT UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT, STATE OR FEDERAL, HAVING JURISDICTION. THE ARBITRATION AWARD SHALL BE IN WRITING AND SPECIFY THE FACTUAL AND LEGAL BASIS FOR THE AWARD. UPON THE REQUEST OF ANY PARTY, THE AWARD SHALL INCLUDE FINDINGS OF FACT AND CONCLUSIONS OF LAW.

(c) ARBITRABLE DISPUTES INCLUDE ANY AND ALL CONTROVERSIES OR CLAIMS BETWEEN THE PARTIES OF WHATEVER TYPE OR MANNER, INCLUDING WITHOUT LIMITATION, ANY CLAIM ARISING OUT OF OR RELATING TO THIS DEED OF TRUST, ALL PAST, PRESENT AND/OR FUTURE CREDIT FACILITIES AND/OR AGREEMENTS INVOLVING THE PARTIES, ANY TRANSACTIONS BETWEEN OR INVOLVING THE PARTIES, AND/OR ANY ASPECT OF ANY PAST OR PRESENT RELATIONSHIP OF THE PARTIES, WHETHER BANKING OR OTHERWISE, SPECIFICALLY INCLUDING ANY ALLEGED TORT COMMITTED BY ANY PARTY.

(d) THE PARTIES SHALL ALLOW AND PARTICIPATE IN DISCOVERY IN ACCORDANCE WITH THE FEDERAL RULES OF CIVIL PROCEDURE FOR A PERIOD OF ONE HUNDRED TWENTY (120) DAYS AFTER THE FILING OF THE ORIGINAL RESPONSIVE PLEADING. DISCOVERY MAY CONTINUE THEREAFTER AS AGREED BY THE PARTIES OR AS ALLOWED BY THE ARBITRATORS. UNRESOLVED DISCOVERY DISPUTES SHALL BE BROUGHT TO THE ATTENTION OF THE ARBITRATORS BY WRITTEN MOTION FOR PROPER DISPOSITION, INCLUDING RULING ON ANY ASSERTED OBJECTIONS, PRIVILEGES, AND PROTECTIVE ORDER REQUESTS AND AWARDED REASONABLE ATTORNEY'S FEES TO THE PREVAILING PARTY.

(e) IN THE EVENT THE AGGREGATE OF ALL AFFIRMATIVE CLAIMS ASSERTED EXCEED \$500,000.00, EXCLUSIVE OF INTEREST AND ATTORNEY'S FEES, OR UPON THE WRITTEN REQUEST OF ANY PARTY, (1) PRIOR TO THE DISSEMINATION OF A LIST OF POTENTIAL ARBITRATORS, THE AMERICAN ARBITRATION ASSOCIATION SHALL CONDUCT AN IN PERSON ADMINISTRATIVE CONFERENCE WITH THE PARTIES AND THEIR ATTORNEYS FOR THE FOLLOWING PURPOSES AND FOR SUCH ADDITIONAL PURPOSES AS THE PARTIES OR THE AMERICAN ARBITRATION ASSOCIATION MAY DEEM APPROPRIATE, (A) TO OBTAIN ADDITIONAL INFORMATION ABOUT THE NATURE AND MAGNITUDE OF THE DISPUTE AND THE ANTICIPATED LENGTH OF HEARINGS AND SCHEDULING; (B) TO DISCUSS THE VIEW OF THE PARTIES ABOUT ANY TECHNICAL AND/OR OTHER SPECIAL QUALIFICATIONS OF THE ARBITRATORS; AND (C) TO CONSIDER, WHETHER MEDIATION OR OTHER METHODS OF DISPUTE RESOLUTION MIGHT BE APPROPRIATE, AND (2) AS PROMPTLY AS PRACTICABLE AFTER THE SELECTION OF THE ARBITRATORS, A PRELIMINARY HEARING SHALL BE HELD AMONG THE PARTIES, THEIR ATTORNEYS AND THE ARBITRATORS. WITH THE AGREEMENT OF THE ARBITRATORS AND THE PARTIES, THE PRELIMINARY HEARING MAY BE CONDUCTED BY TELEPHONE CONFERENCE CALL RATHER THAN IN PERSON. AT THE PRELIMINARY HEARING THE MATTERS THAT MAY BE CONSIDERED SHALL INCLUDE, WITHOUT LIMITATION, A PREHEARING SCHEDULING ORDER ADDRESSING (A) EACH PARTY'S DUTY TO SUBMIT A DETAILED STATEMENT OF CLAIMS, DAMAGES AND/OR DEFENSES, A STATEMENT OF THE ISSUES ASSERTED BY EACH PARTY AND ANY LEGAL AUTHORITIES THE PARTIES MAY WISH TO BRING TO THE ATTENTION OF THE ARBITRATORS; (B) RESPONSES AND/OR REPLIES TO THE PLEADINGS FILED IN COMPLIANCE WITH SUBPART 2(A); (C) STIPULATIONS REGARDING ANY UNCONTESTED FACTS; (D) EXCHANGE AND PREMARKING OF ALL DOCUMENTS WHICH EACH PARTY BELIEVES MAY BE OFFERED AT THE FINAL ARBITRATION HEARING; (E) THE IDENTIFICATION AND AVAILABILITY OF WITNESSES, INCLUDING EXPERTS, AND SUCH ADDITIONAL MATTERS REGARDING WITNESSES INCLUDING THEIR BIOGRAPHIES AND A SHORT SUMMARY OF THEIR EXPECTED TESTIMONY, (F) WHETHER A STENOGRAPHIC OR OTHER OFFICIAL RECORD OF THE PROCEEDINGS SHALL BE MAINTAINED; AND (G) THE POSSIBILITY OF UTILIZING MEDIATION OR OTHER ALTERNATIVE METHODS OF DISPUTE RESOLUTION.

(f) FOR PURPOSES OF THIS PROVISION, "THE PARTIES" MEANS GRANTORS, BENEFICIARY AND TRUSTEE, AND EACH AND ALL PERSONS AND ENTITIES SIGNING THIS AGREEMENT OR ANY OTHER AGREEMENTS BETWEEN OR AMONG ANY OF THE PARTIES AS PART OF THIS TRANSACTION. "THE PARTIES" SHALL ALSO INCLUDE INDIVIDUAL PARTNERS, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND/OR REPRESENTATIVES OF ANY PARTY TO SUCH DOCUMENTS, AND SHALL INCLUDE ANY OTHER OWNER AND HOLDER OF THIS AGREEMENT.

(g) THE PARTIES SHALL HAVE THE RIGHT TO INVOKE SELF-HELP REMEDIES (SUCH AS SET-OFF, NOTIFICATION OF ACCOUNT DEBTORS, SEIZURE AND/OR FORECLOSURE OF COLLATERAL, AND NON-JUDICIAL SALE OF PERSONAL PROPERTY AND REAL PROPERTY COLLATERAL) BEFORE, DURING OR AFTER ANY ARBITRATION AND/OR REQUEST ANCILLARY OR PROVISIONAL JUDICIAL REMEDIES (SUCH AS GARNISHMENT, ATTACHMENT, SPECIFIC PERFORMANCE, RECEIVER, INJUNCTION OR RESTRAINING ORDER, AND SEQUESTRATION) BEFORE OR AFTER ANY ARBITRATION. THE PARTIES NEED NOT AWAIT THE OUTCOME OF THE ARBITRATION BEFORE USING SELF-HELP REMEDIES. USE OF SELF-HELP OR ANCILLARY AND/OR PROVISIONAL JUDICIAL REMEDIES SHALL NOT OPERATE AS A WAIVER OF EITHER PARTY'S RIGHT TO COMPEL ARBITRATION. ANY ANCILLARY OR PROVISIONAL REMEDY WHICH WOULD BE AVAILABLE FROM A COURT AT LAW SHALL BE AVAILABLE FROM THE ARBITRATORS.

(h) THE PARTIES AGREE THAT ANY ACTION REGARDING ANY CONTROVERSY BETWEEN THE PARTIES SHALL EITHER BE BROUGHT BY ARBITRATION, AS DESCRIBED HEREIN, OR BY JUDICIAL PROCEEDINGS, BUT SHALL NOT BE PURSUED SIMULTANEOUSLY IN DIFFERENT OR ALTERNATIVE FORMS. A TIMELY WRITTEN NOTICE OF INTENT TO ARBITRATE PURSUANT TO THIS AGREEMENT STAYS AND/OR ABATES ANY AND ALL ACTION IN A TRIAL COURT, SAVE AND EXCEPT A HEARING ON A MOTION TO COMPEL ARBITRATION AND/OR THE ENTRY OF AN ORDER COMPELLING ARBITRATION AND STAYING AND/OR ABATING THE LITIGATION PENDING THE FILING OF THE FINAL AWARD OF THE ARBITRATORS. ALL REASONABLE AND NECESSARY ATTORNEY'S FEES AND ALL TRAVEL COSTS SHALL BE AWARDED TO THE PREVAILING PARTY ON ANY MOTION TO COMPEL ARBITRATION AND MUST BE PAID TO SUCH PARTY WITHIN TEN (10) DAYS OF THE SIGNING OF THE ORDER COMPELLING ARBITRATION.

(i) ANY PARTY SEEKING TO ARBITRATE SHALL SERVE A WRITTEN NOTICE OF INTENT TO ARBITRATE TO



ANY AND ALL OPPOSING PARTIES WITHIN 360 DAYS AFTER DISPUTE HAS ARISEN. A DISPUTE IS DEFINED TO HAVE ARISEN ONLY UPON RECEIPT OF SERVICE OF JUDICIAL PROCESS, INCLUDING SERVICE OF A COUNTERCLAIM, FAILURE TO SERVE A WRITTEN NOTICE OF INTENT TO ARBITRATE WITHIN THE TIME SPECIFIED ABOVE SHALL BE DEEMED A WAIVER OF THE AGGRIEVED PARTY'S RIGHT TO COMPEL ARBITRATION OF SUCH CLAIM. THE ISSUE OF WAIVER PURSUANT TO THIS AGREEMENT IS AN ARBITRABLE DISPUTE.

(j) ACTIVE PARTICIPATION IN PENDING LITIGATION DURING THE 360 DAY NOTICE PERIOD, WHETHER AS PLAINTIFF OR DEFENDANT, IS NOT A WAIVER OF THE RIGHT TO COMPEL ARBITRATION. ALL DISCOVERY OBTAINED IN THE PENDING LITIGATION MAY BE USED IN ANY SUBSEQUENT ARBITRATION PROCEEDING.

(k) THE PARTIES FURTHER AGREE THAT (i) NO ARBITRATION PROCEEDING HEREUNDER SHALL BE CERTIFIED AS A CLASS ACTION OR PROCEED AS A CLASS ACTION, OR ON A BASIS INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC, OTHER CUSTOMERS OR POTENTIAL CUSTOMERS OR PERSONS SIMILARLY SITUATED AND (ii) NO ARBITRATION PROCEEDING HEREUNDER SHALL BE CONSOLIDATED WITH, OR JOINED IN ANY WAY WITH, ANY OTHER ARBITRATION PROCEEDING.

(l) ANY ARBITRATOR SELECTED SHALL BE KNOWLEDGEABLE IN THE SUBJECT MATTER OF THE DISPUTE. EACH OF THE PARTIES SHALL PAY AN EQUAL SHARE OF THE ARBITRATION COSTS, FEES, EXPENSES, AND OF THE ARBITRATORS' FEES, COSTS AND EXPENSES.

(m) ALL STATUTES OF LIMITATIONS WHICH WOULD OTHERWISE BE APPLICABLE SHALL APPLY TO ANY AND ALL CLAIMS ASSERTED IN ANY ARBITRATION PROCEEDING HEREUNDER AND THE COMMENCEMENT OF ANY ARBITRATION PROCEEDING TOLLS SUCH STATUTES OF LIMITATIONS.

(n) IN ANY ARBITRATION PROCEEDING SUBJECT TO THIS PROVISION, THE ARBITRATORS, OR MAJORITY OF THEM, ARE SPECIFICALLY EMPOWERED TO DECIDE (BY DOCUMENTS ONLY, OR WITH A HEARING, AT THE ARBITRATORS' SOLE DISCRETION) PRE-HEARING MOTIONS WHICH ARE SUBSTANTIALLY SIMILAR TO PRE-HEARING MOTIONS TO DISMISS AND MOTIONS FOR SUMMARY ADJUDICATION.

(o) THIS ARBITRATION PROVISION SHALL SURVIVE ANY TERMINATION, AMENDMENT, OR EXPIRATION OF THE AGREEMENT IN WHICH THIS PROVISION IS CONTAINED, UNLESS ALL OF THE PARTIES OTHERWISE EXPRESSLY AGREE IN WRITING.

(p) THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT EVIDENCES A TRANSACTION INVOLVING INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT SHALL GOVERN THE INTERPRETATION, ENFORCEMENT, AND PROCEEDINGS PURSUANT TO THE ARBITRATION CLAUSE OF THIS AGREEMENT.

(q) THE ARBITRATORS, OR A MAJORITY OF THEM, SHALL AWARD ATTORNEY'S FEES AND COSTS TO THE PREVAILING PARTY PURSUANT TO THE TERMS OF THIS AGREEMENT.

(r) NEITHER THE PARTIES NOR THE ARBITRATORS MAY DISCLOSE THE EXISTENCE, CONTENT, OR RESULTS OF ANY ARBITRATION HEREUNDER WITHOUT PRIOR WRITTEN CONSENT OF ALL PARTIES AND/OR COURT ORDER.

(s) VENUE OF ANY ARBITRATION PROCEEDING HEREUNDER SHALL BE IN THE COUNTY WHERE BENEFICIARY IS LOCATED.

Notwithstanding the provision above relating to conducting a foreclosure sale(s) pursuant to the provisions of this Deed Of Trust, the Trustee shall, and is hereby directed to, comply with the provisions of Chapter 51 of the Texas Property Code (the "Property Code") as it may be amended and in effect as of the date or dates of any foreclosure proceedings conducted pursuant to this Deed Of Trust. In particular, the location and time of sale shall be held in accordance with Section 51.002 of the Property Code or any amendments thereto or re-enactment or revisions to such law.

Grantors stipulate and agree that for purposes of determining the fair market value of the Property (or any portion thereof), as such term is used in Section 51.003 of the Texas Property Code, which is sold at a non-judicial foreclosure sale pursuant to the terms of this Deed Of Trust (and in accordance with Section 51.002 of the Property Code), the following factors shall be used to determine such Property's fair market value, for such purposes: (a) the Property shall be valued "AS IS" without any value being anticipated for any improvements or refurbishing to be conducted, or conducted, after the date of the foreclosure sale, (b) the intention of the purchaser to re-sell the Property promptly, without any extensive holding period, (c) any re-sale shall be for cash only, without financing by the seller, (d) all reasonable costs of closing a re-sale shall be deducted from the reasonable costs of closing a re-sale shall be deducted from the estimate of fair market value, such as attorneys' fees, title policy premiums, surveyor fees and expenses, the then prevailing broker's or salesman commission, unpaid ad valorem tax amounts, and (e) the application of a discount to the value to be applied to any future sales price to arrive at its then current fair market value. Grantors further stipulate that any value given to such Property in connection with Grantors' obtaining of the loan from Beneficiary to which this Deed Of Trust relates, or not any other time or times, shall not be used and shall not be considered for guidance in determining the fair market value of such Property on the date of any such foreclosure sale.

Leasehold Covenants. If the interest of Grantors in the Property is a leasehold interest and not a fee ownership, then the lien of this Deed Of Trust shall be upon the leasehold rights and benefits of Grantors, but, in no event shall any of the burdens or obligations under said leasehold be assumed by, or be the obligations of, Beneficiary absent an express written instrument, executed by Beneficiary assuming such obligations, which shall be within the sole discretion of Beneficiary.

To the extent Grantors own a leasehold interest in all or any portion of the Property, Grantors hereby covenant and agree as follows:

(a) Grantors will at all times fully perform and comply with all agreements, covenants, terms and conditions imposed upon or assumed by it, as tenant or lessee, under any and all leases affecting the Property (collectively, the "Lease"), true and correct copies of



which Grantors shall deliver to Beneficiary, and that if Grantors shall fail to do so, Beneficiary may (but shall not be obligated to) take any action Beneficiary deems necessary or desirable to prevent or to cure any default by Grantors in the performance of or compliance with any of Grantor's covenants or obligations under the Lease. Upon receipt by Beneficiary from the landlord under the Lease of any written notice of default by Grantors thereunder, default or any written notice of default, or the nature thereof be questioned or denied by Grantors or by any party on and on behalf of Grantors, Grantors hereby expressly grant to Beneficiary and agree that Beneficiary shall have the absolute and immediate right to enter in and upon the leased premises or any part thereof that Beneficiary deems necessary or desirable in order to prevent or to cure any default by Grantors under the Lease. Beneficiary may pay and expend such sums of money as Beneficiary in its sole discretion deems necessary for any such purpose, and Grantors hereby agree to pay to Beneficiary, immediately upon demand, all such sums so paid and expended by Beneficiary. All sums so paid and expended by Beneficiary shall accrue interest at the rates set forth in the Note and be added to and be secured by the lien of this Deed Of Trust.

(b) Grantors will not surrender the leasehold estate and interest hereinabove described, nor terminate or cancel the Lease; and it will not, without the express written consent of Beneficiary, modify, change, supplement, alter or amend the Lease either orally or in writing. Any such termination, cancellation, modification, change, supplement, alteration or amendment of the Lease without the prior written consent thereto by Beneficiary shall be void and of no force and effect. As further security to Beneficiary, Grantors shall deposit with Beneficiary an original of the Lease and all amendments thereto or a certified copy thereof, to be retained by Beneficiary until the indebtedness secured hereby is fully paid.

(c) No release or forbearance of any of Grantors' obligations under the Lease, pursuant to the Lease or otherwise, shall release Grantors from any of its obligations under this Deed Of Trust, including obligations with respect to the payment of rent as provided for in the Lease and the performance of all of the terms, provisions, covenants, conditions and agreements contained in the Lease, to be kept, performed and complied with by Grantors therein.

(d) Unless Beneficiary shall otherwise expressly consent in writing, the fee title to the property demised by the Lease and the leasehold estate shall not merge but shall always remain separate and distinct, notwithstanding the union of said estates either in the landlord or in the tenant, or in a third party by purchase or otherwise.

(e) If there shall be filed by or against Grantors a petition under the Bankruptcy Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code"), and Grantors, as lessee under the Lease, shall determine to reject the Lease pursuant to Section 365(a) of the Bankruptcy Code, Grantors shall give Beneficiary not less than thirty (30) days prior notice of the date on which Grantors shall apply to the Bankruptcy Court for authority to reject the Lease. Beneficiary shall have the right, but not the obligation, to serve upon Grantors within such ten day period a notice stating that (i) Beneficiary demands that Grantors assume and assign the Lease to Beneficiary pursuant to Section 365 of the Bankruptcy Code and (ii) Beneficiary covenants to cure or provide adequate assurance of prompt cure of all defaults and provide adequate assurance of future performance under the Lease. If Beneficiary serves upon Grantors the notice described in the preceding sentence, Grantors shall not seek to reject the Lease and shall comply with the demand provided for in the clause (i) of the preceding sentence, within 30 days after the notice shall have been given subject to the performance by Beneficiary of the covenant provided for in clause (ii) of the preceding sentence. Further, effective upon the entry of an order for relief in respect of Grantors under Chapter 7 of the Bankruptcy Code, Grantors hereby assign and transfer to Beneficiary a non-exclusive right to apply to the Bankruptcy Court under Subsection 365(d)(1) of the Bankruptcy Code for an order extending the period during which the Lease may be rejected or assumed.

**NO ORAL AGREEMENTS**

**THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES.**

**THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

Dated this 30 day of March, 2005.

GRANTOR:  
Nandipaty Family Limited Partnership, a Texas limited partnership  
By: RCR Holding Co., Inc. General Partner

By: Prasad Nandipaty, President  
1509 N. Misty Lane

Address  
Weslaco, Texas 78596

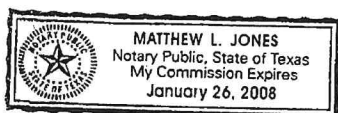
GRANTOR:  
By: \_\_\_\_\_

Address  
\_\_\_\_\_

(Acknowledgment)

STATE OF TEXAS           §  
                                          §  
COUNTY OF Hidalgo   §

This instrument was acknowledged before me on April 14, 2005  
by Prasad Nandipaty, President of RCR Holding Co., Inc., General Partner of Nandipaty Family Limited Partnership, a Texas limited partnership, on behalf of said partnership.



Matthew L. Jones  
Notary Public, State of Texas

My commission expires: \_\_\_\_\_



(Acknowledgment)

STATE OF TEXAS           §  
                                     §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

My commission expires: \_\_\_\_\_

(Partnership Acknowledgment)

STATE OF TEXAS           §  
                                     §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_,  
\_\_\_\_\_, partner(s) on behalf of  
\_\_\_\_\_, partnership.

\_\_\_\_\_  
Notary Public, State of Texas

My commission expires: \_\_\_\_\_

(Corporation Acknowledgment)

STATE OF TEXAS           §  
                                     §  
COUNTY OF \_\_\_\_\_ §

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

\_\_\_\_\_  
Notary Public, State of Texas

My commission expires: \_\_\_\_\_

After recording, return to Beneficiary, at its mailing address, as follow:

AFTER RECORDING, PLEASE RETURN TO:  
INTERNATIONAL BANK OF COMMERCE  
Credit Department  
One S. Broadway  
McAllen, Texas 78501

**EXHIBIT A**

**TRACT 1:**

Being 3.827 acres of land, situated in Hidalgo County, Texas, and being out of Farm Tract 53, West Tract Subdivision as per map recorded in Volume 2, Pages 34-37, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes and said 3.827 acre tract being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a cotton picker spindle set on the East line of said Farm Tract 53 for the Southeast corner of said tract herein described, said cotton picker spindle also being located on the centerline of South Utah Avenue and bears North 18.43 feet from the Southeast corner of said Farm Tract 53;

Thence, North 77 degrees, 37 minutes, 30 seconds West, with the North line of the Missouri Pacific Railroad right-of-way, at a distance of 20.48 feet pass a ½ inch iron rod with a plastic cap stamped "RRA" set for reference on the West right of way line of said South Utah Avenue and continuing for a total distance of 399.69 feet to a ½ -inch iron rod found for corner;

THENCE in a Northwesterly direction, with the line of a curve to the right having a central angle of 40 degrees, 43 minutes, 45 seconds, a radius of 623.80 feet, a chord bearing North 34 degrees, 44 minutes, 22 seconds West, 434.15 feet for a curve length of 443.43 feet to a ½ -inch iron rod with a plastic cap stamped "RRA" set for the Northwest corner of said tract herein described;

THENCE, South 77 degrees, 35 minutes East, at a distance of 632.61 feet pass a "+" cut in concrete set for reference on the West right of way line of said South Utah Avenue and continuing for a total distance of 653.08 feet to a cotton picker spindle set for the Northeast corner of said tract herein described:

THENCE, South, 302.00 feet, with the East line of said Farm Tract 53 and with the centerline of said South Utah Avenue to the POINT OF BEGINNING.

Exhibit "A"



**EXHIBIT "B"**

The debt evidenced by the Note is in payment of the purchase price of the Property; the debt is secured by this Deed of Trust and by a Vendor's Lien on the Property, which is expressly retained in a Deed of even date given by MCMANUS DEVELOPMENTS, LTD., a Texas Limited Partnership to NANDIPATY FAMILY LIMITED PARTNERSHIP, a Texas Limited Partnership. This Deed of Trust does not waive the vendor's lien, and the two liens and the rights created by this instrument shall be cumulative. Beneficiary may elect to foreclose under either of the liens without waiving the other or may foreclose under both. This deed is incorporated into this Deed of Trust.

Filed for Record in:  
Hidalgo County, III  
by J. D. Salinas, III  
County Clerk  
On: May 18, 2005 at 04:46P  
As a Recording  
Document Number: 1473244  
Total Fees : 42.00  
Receipt Number - 676552  
BY,  
Adriana Solis, Deputy

## HOUSING INSPECTION CHECKLIST

### GENERAL INFORMATION

|                                                            |                 |              |                                                                                                                                                                                                      |
|------------------------------------------------------------|-----------------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ADDRESS OF INSPECTED UNIT<br><b>422</b>                    |                 |              | HOUSING TYPE<br><br><input checked="" type="checkbox"/> Single Family<br><input type="checkbox"/> Duplex Dwelling<br><input type="checkbox"/> Apartment<br><input checked="" type="checkbox"/> Other |
| STREET<br><b>S. Utah</b>                                   | CITY<br>Weslaco |              |                                                                                                                                                                                                      |
| COUNTY<br>Hidalgo                                          | STATE<br>TX     | ZIP<br>78596 |                                                                                                                                                                                                      |
| NAME OF OWNER OR AGENCY AUTHORIZED TO LEASE UNIT INSPECTED |                 |              | PHONE NO.                                                                                                                                                                                            |

| ITEM NO. 1. LIVING ROOM                   | COMMENT                                                 | INITIAL ASSESSMENT |
|-------------------------------------------|---------------------------------------------------------|--------------------|
| 1.1 ELECTRICITY                           | }                                                       | }                  |
| 1.2 WINDOW CONDITION                      |                                                         |                    |
| 1.3 CEILING CONDITION                     |                                                         |                    |
| 1.4 WALL CONDITION                        |                                                         |                    |
| 1.5 FLOOR CONDITION                       |                                                         |                    |
| ITEM NO. 2. KITCHEN                       | COMMENT                                                 | INITIAL ASSESSMENT |
| 2.1 ELECTRICITY                           | }                                                       | }                  |
| 2.2 WINDOW CONDITION                      |                                                         |                    |
| 2.3 CEILING CONDITION                     |                                                         |                    |
| 2.4 WALL CONDITION                        |                                                         |                    |
| 2.5 FLOOR CONDITION                       |                                                         |                    |
| ITEM NO. 3. BATHROOM                      | COMMENT                                                 | INITIAL ASSESSMENT |
| 3.1 ELECTRICITY                           | <b>roofs collapsed</b><br><b>collapsed wall section</b> | 7                  |
| 3.2 WINDOW CONDITION                      |                                                         | 7                  |
| 3.3 CEILING CONDITION                     |                                                         | 7                  |
| 3.4 WALL CONDITION                        |                                                         | 7                  |
| 3.5 FLOOR CONDITION                       |                                                         | 4                  |
| 3.6 FLUSH TOILET IN ENCLOSED ROOM IN UNIT |                                                         | 7                  |
| 3.7 FIXED WASH BASIN IN LAVATORY IN UNIT  |                                                         | 7                  |
| 3.8 TUB OR SHOWER IN UNIT                 |                                                         | 7                  |
| 3.9 VENTILATION                           |                                                         | 7                  |



422

| ITEM NO. 4. OTHER ROOMS USED FOR LIVING & HALLS | COMMENT                | INITIAL ASSESSMENT |
|-------------------------------------------------|------------------------|--------------------|
| 4.1 ELECTRICITY/ILLUMINATION                    |                        | 7                  |
| 4.2 WINDOW CONDITION                            |                        | 7                  |
| 4.3 CEILING CONDITION                           | roofs collapsed        | 7                  |
| 4.4 WALL CONDITION                              |                        | 7                  |
| 4.5 FLOOR CONDITION                             |                        | 4                  |
| ITEM NO. 5. ROOM CODE* AND ROOM LOCATION        | COMMENT                | INITIAL ASSESSMENT |
| 5.1 ELECTRICITY/ILLUMINATION                    |                        | 7                  |
| 5.2 WINDOW CONDITION                            | wood frame broken      | 7                  |
| 5.3 CEILING CONDITION                           | roofs collapsed        | 7                  |
| 5.4 WALL CONDITION                              | collapsed wall section | 7                  |
| 5.5 FLOOR CONDITION                             |                        | 4                  |
| ITEM NO. 6. BUILDING EXTERIOR                   | COMMENT                | INITIAL ASSESSMENT |
| 6.1 CONDITION OF FOUNDATION                     |                        | 4                  |
| 6.2 CONDITION OF STAIRS, RAILS AND PORCHES      |                        | 7                  |
| 6.3 CONDITION OF ROOF AND GUTTERS               | collapsed roof section | 7                  |
| 6.4 CONDITION OF EXTERIOR SURFACES              |                        | 7                  |
| 6.5 LEAD PAINT: EXT. SURFACES                   |                        | 7                  |
| ITEM NO. 7. HEATING & PLUMBING                  | COMMENT                | INITIAL ASSESSMENT |
| 7.1 ADEQUACY OF HEATING EQUIP                   |                        | 7                  |
| 7.2 SAFETY OF HEATING EQUIP.                    |                        | 7                  |
| 7.3 VENTILATION/COOLING                         |                        | 7                  |
| 7.4 WATER HEATER                                |                        | 7                  |
| 7.5 APPROVABLE WATER SUPPLY                     |                        | 7                  |
| 7.6 PLUMBING                                    |                        | 7                  |
| 7.7 SEWER CONNECTION                            |                        | 7                  |

422

### INSPECTION SUMMARY (OPTIONAL)

| ITEM NO. | REASON FOR COMMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | Structure was found to be in a condition of neglect by owners. As the housing report indicates several areas are considered to be in severe dilapidation. Homeowners would have to provide a plan of remodeling to bring structure into compliance. All elements of electrical and plumbing are in decay and disrepair. It is in this inspectors opinion that the structure is in such dilapidated state that plan for reconstruction or remodeling would have to be developed to bring this structure into compliance. |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          | Demolish east section                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|          | Fire wall separates building sections                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

RECOMMENDATION: REPAIR \_\_\_\_\_ DEMOLISH        VACATE \_\_\_\_\_

#### \*INTERPRETATION OF NUMERIC SCALE

- 1 = Newly constructed
- 2 = Good condition requiring no repairs
- 3 = Standard condition requiring minor maintenance repair from normal seasonal wear
- 4 = Substandard condition requiring major maintenance repair from an accumulation of seasonal wear, and abnormal wear from abusive treatment and neglect
- 5 = Deteriorating condition requiring major structural repair resulting from a period of substandard conditions; considered a health hazard
- 6 = Dilapidated condition requiring more than 50% structural replacement
- 7 = Severe dilapidated condition that would require immediate attention

INSPECTED BY

DATE

5/3/2021



**WESLACO FIRE MARSHAL'S OFFICE**  
**255 S. KANSAS**  
**WESLACO, TEXAS 78596**  
**(956) 447-1990 FAX (956) 969-4921**

**DILAPIDATED STRUCTURE INSPECTION REPORT**

DATE: 4/21/21 X INSPECTION REINSPECTION  
FACILITY NAME: Abandoned Warehouse  
PHYSICAL & MAILING ADDRESS: 422 S. Utah Weslaco, TX 78596  
PHONE #: \_\_\_\_\_ OWNER/MANAGER: \_\_\_\_\_

TYPE OF INSPECTION: COMPLAINT OCCUPANCY CLASS: WAREHOUSE

|   |    |                              |
|---|----|------------------------------|
|   | 1  | Deteriorated interior walls  |
| x | 2  | Deteriorated roof            |
|   | 3  | Vegetation overgrowth        |
| x | 4  | Unsecured doors              |
| x | 5  | Unsecured windows            |
| x | 6  | Debris inside                |
| x | 7  | Debris outside               |
|   | 8  | Exposed electrical wiring    |
|   | 9  | Broken or missing windows    |
|   | 10 | Broken or missing door       |
|   | 11 | Signs or feces               |
|   | 12 | Signs of transients/vagrants |

|   |    |                                         |
|---|----|-----------------------------------------|
|   | 13 | Sheetrock walls exposed                 |
|   | 14 | Sheetrock ceiling exposed               |
| x | 15 | Signs of roof leaking                   |
| x | 16 | Broken and/or uneven floors             |
|   | 17 | Animals (dogs, cats, mice, etc.) inside |
|   | 18 | Severe fire damage                      |
| x | 19 | Roof collapsed and/or exposed           |
| x | 20 | Graffiti                                |
| x | 21 | Broken/cracked exterior walls           |
|   | 22 | Other:                                  |
|   | 23 | Other:                                  |
|   | 24 | Other:                                  |

**NOTE: THESE CONDITIONS CONSTITUTE A FIRE HAZARD.**

COMPLIES WITHIN CODE TODAY x DOES NOT COMPLY AT THIS TIME WILL REINSPECT BY:

OWNER/OCCUPANT

Asst. Fire Marshal Mike Swinnea  
FIRE MARSHAL/FIRE INSPECTOR

SUCH CONDITIONS ARE VIOLATIONS OF EITHER CITY OR STATE FIRE PREVENTION REGULATIONS. PLEASE CORRECT HAZARD(S) AND HELP PREVENT FIRES. NON-COMPLIANCE IS SUBJECT TO PENALTIES UNDER CITY & STATE REGULATIONS.















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**RT 2 Box 5211**  
**Weslaco, Texas 78596**

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City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



Weslaco, Texas 787596

**NOTICE OF PUBLIC HEARING**

David Suarez, Mayor  
 Leo Muñoz, Mayor Pro-Tem, District 1  
 Greg Kerr, Commissioner, District 2  
 Jose "J.P." Rodriguez, Commissioner, District 3  
 Adrian Farias, Commissioner, District 4  
 Letty Lopez, Commissioner, District 5  
 Josh Pedraza, Commissioner, District 6

Andrew Munoz, Interim City Manager

11-05-2021

Dear MCMANUS DEVELOPMENT LMTD PRTNSHIP

Please be advised that the Code Enforcement Department for the City of Weslaco has determined that you are the legal owner(s) of the property and the building(s) located at 422 Utah Ave, legally described as being; West Tract BNG an IRR TR N 416' - S435.45-S435.45- S435.45' - E671.78'b 53.3.8 AQC CO, **a Subdivision to the City of Weslaco, Hidalgo County, Texas, together with all improvements** and it finds that the building(s) does not meet the minimum standards for continued use and occupancy. The structure has been inspected and found to be dilapidated, substandard, unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco, placing it in violation of Weslaco, Texas Code of Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec. 26-225.

**November 24, 2021, at 5:30 pm**, has been set as the date for a public hearing by the Board of Adjustments and Appeals of Building at the Legislative Chambers located at 255 S. Kansas, Weslaco, Texas, at 5:00 p.m. In this hearing the Code Enforcement Inspector shall present evidence as to why the building does not meet the minimum standards for continued use and occupancy. On this date, you as the owner(s) of the above-mentioned property and building shall have an equal opportunity to present evidence in your defense. Members of the general public will also be given an opportunity to voice their opinion regarding the premise or building, the subject of this public hearing.

On December 7, 2021, at 5:30 pm, has been set as the date for a Public Hearing, the City Commission, depending on the evidence presented, may find that the building or premise is a public nuisance and may direct that the building or premise be either repaired or removed. **At no time will repairs or removal of the building or premise be required less than fifteen (15) days from the public hearing day or exceed more than sixty (60) days from the public hearing date.**

If the City Commission votes to remove or repair the building on your property and you do not comply within the time restraints set forth by the Commission, the City of Weslaco may cause the demolition of the building on your property and all the costs and expenses incurred, including administrative costs will be charged to you against the property. A lien will be placed on property in the amount of all expenses and charges incurred.

If you have any questions or comments regarding this notice, please call me at (956) 447-3401 Ext. # 3120.

Sincerely,

Code Enforcement Inspector

CC: C/E files



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Board of Adjustments & Appeals to the Building Codes  
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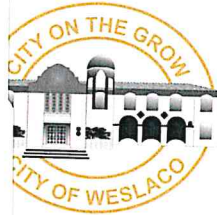
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Weslaco, Texas 787596

**NOTICE OF PUBLIC HEARING**

David Suarez, Mayor  
 Leo Muñoz, Mayor Pro-Tem, District 1  
 Greg Kerr, Commissioner, District 2  
 Jose "J.P." Rodriguez, Commissioner, District 3  
 Adrian Farias, Commissioner, District 4  
 Letty Lopez, Commissioner, District 5  
 Josh Pedraza, Commissioner, District 6

Andrew Munoz, Interim City Manager

11-05-2021

Dear MANDIPATY FAMILY LMTD PRTNSHIP

Please be advised that the Code Enforcement Department for the City of Weslaco has determined that you are the legal owner(s) of the property and the building(s) located at 422 Utah Ave, legally described as being; West Tract BNG an IRR TR N 416'- S435.45-S435.45- S435.45' – E671.78'b 53.3.8 AQC CO, **a Subdivision to the City of Weslaco, Hidalgo County, Texas, together with all improvements** and it finds that the building(s) does not meet the minimum standards for continued use and occupancy. The structure has been inspected and found to be dilapidated, substandard, unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco, placing it in violation of Weslaco, Texas Code of Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec. 26-225.

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If you have any questions or comments regarding this notice, please call me at (956) 447-3401 Ext. # 3120.

Sincerely,

*Rolando Maldonado*

Code Enforcement Inspector

CC: C/E files



The Code Enforcement is requesting for the structure either be repaired to current building codes or demolished.

Legal Description: 901 Academy Ave being Gulf Terrace W220'7 LOTS 10, BLK 2 City of Weslaco, Hidalgo County, Texas.

Recorded Owner: Weslaco Independent School District

- H. To discuss the following unoccupied building on premises to determine if they have become dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225

The Code Enforcement is requesting for the structure either be repaired to current building codes or demolished.

Legal Description: 101 N. Texas Ave being Gonzalez ASSN Lots 1, 2, 3, 4 BLK 1, City of Weslaco, Hidalgo County, Texas.

Recorded Owner: Martha Nunez

- I. To discuss the following unoccupied building on premises to determine if they have become dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225

The Code Enforcement is requesting for the structure either be repaired to current building codes or demolished.

Legal Description: 608 S. Illinois St., being Weslaco Original Townsite BLK 48, LOT 6 & the North 1/2 City of Weslaco, Hidalgo County, Texas.

Recorded Owner: Klito Danielle Castro

#### IV. ADJOURNMENT

#### CERTIFICATE OF POSTING

STATE OF TEXAS           §  
HIDALGO COUNTY       §  
CITY OF WESLACO       §

I, Nelda N. Vallejo, do hereby certify that on or before 5:00 p.m. of December 3, 2021 I posted a true and correct copy of this notice of a Special Meeting of the BOARD OF ADJUSTMENTS AND APPEALS TO THE BUILDING CODES on a bulletin board convenient to the public at Weslaco City Hall, 255 S. Kansas, Weslaco, Texas.

\_\_\_\_\_  
Nelda N. Vallejo, Code Enforcement Secretary



## Board of Adjustments & Appeals- Zoning Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                  |                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| <b>Date of Meeting:</b><br>December 7, 2021                                                                                                                                                                                                                                                                                                                      | <b>Agenda Item No.</b> (to be assigned by PCE):<br>IV. B |
| <b>From:</b><br>Rolando Maldonado, Code Enforcement Officer, on behalf of City of Weslaco                                                                                                                                                                                                                                                                        |                                                          |
| <b>Subject/Agenda Item:</b><br>To discuss the following unoccupied building on premises to determine if they have become dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225 |                                                          |
| <b>Discussion/Overview:</b><br>The Code Enforcement is requesting for the structure either be repaired to current building codes or demolished.<br><br>Legal Description: 1507 Davenport St. being C. Davenport BLK 8 Lots 17-18, City of Weslaco, Hidalgo County, Texas.<br>Recorded Owner: Ninfa Rodriguez                                                     |                                                          |
| <b>Staff recommendation for Commission's Action:</b><br>Staff recommends compliance with the ordinance.                                                                                                                                                                                                                                                          |                                                          |
| <b>Attachments, (if any):</b><br>Supporting Documents                                                                                                                                                                                                                                                                                                            |                                                          |
| <b>Responsibilities upon Commission's Action:</b> Staff will advise owner.                                                                                                                                                                                                                                                                                       |                                                          |



## AFFIDAVIT

### STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, Building Inspector in and for the City of Weslaco, Hidalgo County, Texas, on this day personally appeared Mr. Rolando Maldonado after being by me; duly sworn upon his oath deposes and says:

My name is Mr. Rolando Maldonado and I am 57 years old and my date of birth is July 2, 1963. I work at the City of Weslaco Code Enforcement Department in Weslaco, Texas and I can be reached at phone number ( 956 ) 684-7184.

I want to say that I gave the following statement to Rebekah de la Fuente of the Planning & Code Enforcement Department on March 1, 2021.

On December 15, 2020, I posted the Final Decision of the City Commission, to condemn Building at 117 Zamora St. Weslaco, Texas.

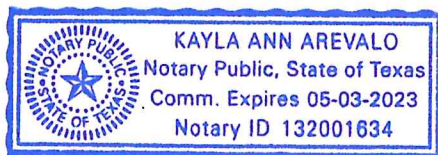
The above statement is true and correct to the best of my knowledge and recollection and I give it of my own free will.

Rolando Maldonado

AFFIANT

### NOTARY

SWORN AND SUBSCRIBED before me, this 1<sup>st</sup> day of Dec 2021 and that the above facts are true and correct to the best of her knowledge.



Kayla Arevalo

(Notary's Official Signature)

5/3/23

(Commission Expires)

Under the Authority of the Texas Government Code, chapter 602.002, a notary public engaged in the performance of the notary's duty.

## AFFIDAVIT

### STATE OF TEXAS COUNTY OF HIDALGO

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Rolando Maldonado

AFFIANT

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Kayla Arevalo  
(Notary's Official Signature)

5/3/23

(Commission Expires)

Under the Authority of the Texas Government Code, chapter 602.002, a notary public engaged in the performance of the notary's duty.

December 7, 2021



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Greg Kerr, Commissioner, District 2  
Jose "J.P." Rodriguez, Commissioner, District 3  
Adrian Farias, Commissioner, District 4  
Letty Lopez, Commissioner, District 5  
Josh Pedraza, Commissioner, District 6

Andrew Munoz, Interim City Manager

port Ave Weslaco, Texas

11-22-2021

OF PUBLIC HEARING

Dear Ms Ninfa Rodriguez

Please be advised that the Code Enforcement Department for the City of Weslaco has determined that you are the legal owner(s) of the property and the building(s) located at 1507 Davenport St, legally **described as being; C. Davenport, a Subdivision to the City of Weslaco, Hidalgo County, Texas, together with all improvements and it finds that the building(s) does not meet the minimum standards for continued use and occupancy.** The structure has been inspected and found to be dilapidated, substandard, unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco, placing it in violation of Weslaco, Texas Code of Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec. 26-225.

**On December 7, 2021, at 5:30 pm,** has been set as the date for a public hearing by the Board of Adjustments and Appeals of Buildings at the Legislative Chambers located at 255 S. Kansas, Weslaco, Texas, In this hearing the Code Enforcement Inspector shall present evidence as to why the building does not meet the minimum standards for continued use and occupancy. On this date, you as the owner(s) of the above-mentioned property and building shall have an equal opportunity to present evidence in your defense. Members of the general public will also be given an opportunity to voice their opinion regarding the premise or building, the subject of this public hearing.

**On December 14, 2021, at 5:30 pm,** has been set as the date for a Public Hearing, the City Commission, depending on the evidence presented, may find that the building or premise is a public nuisance and may direct that the building or premise be either repaired or removed. **At no time will repairs or removal of the building or premise be required less than fifteen (15) days from the public hearing day or exceed more than sixty (60) days from the public hearing date.**

If the City Commission votes to remove or repair the building on your property and you do not comply within the time restraints set forth by the Commission, the City of Weslaco may cause the demolition of the building on your property and all the costs and expenses incurred, including administrative costs will be charged to you against the property. A lien will be placed on property in the amount of all expenses and charges incurred.

If you have any questions or comments regarding this notice, please call me at (956) 447-3401 Ext. # 3120.

Sincerely,

Code Enforcement Inspector

CC: C/E files

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1507 Devonport St.  
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Street and,  
City, State,

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David Suarez, Mayor  
Leo Muñoz, Mayor Pro-Tem, District 1  
Greg Kerr, Commissioner, District 2  
Jose "J.P." Rodriguez, Commissioner, District 3  
Adrian Farias, Commissioner, District 4  
Letty Lopez, Commissioner, District 5  
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

1507 Davenport St.

Weslaco, Texas 78596-6541

**RE: Dilapidated Structure at 1507 Davenport St. Weslaco, Texas**

**Legally described as being; C DAVENPORT Blk 8 Lots 17 & 18**

Dear Ninfa Rodriguez

Please be advised that the City's Planning and Code Enforcement Department believes the main structure at the above address is in violation of **Weslaco, Texas Code of Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec. 26-225** because it is dilapidated, substandard, or it has become unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco. Staff has completed inspections of the structure and property and expects to recommend to the City Commission in the near future that the structure either be repaired to current building codes or demolished by the owner.

The staff recommendation regarding your property will be made at a Public Hearing. As required by ordinance, we will attempt to notify you by certified mail with return receipt requested, and by publishing notice in The Monitor newspaper advising of the date and time of the Public Hearing. You will have the opportunity to address the City Commission regarding the property at this hearing.

At the Public Hearing, the City Commission is likely to order that the property be repaired to current building codes or demolished within 60 days as recommended by staff. It is important that you attend the public hearing, because you are allowed to voice your opinion on behalf of your property. Please note that any other citizen(s) present may voice their opinions as well.

The purpose of this letter is to provide you advance notice that staff expects to recommend that the structure(s) be repaired to current building codes or demolished so that you may have additional time to consider your options for the property prior to any further action by the Planning and Code Enforcement Department.

**IT IS VERY IMPORTANT THAT YOU CONTACT ME AS SOON AS POSSIBLE REGARDING THIS MATTER SO WE CAN KNOW THE ACTIONS YOU WILL TAKE REGARDING THIS PROPERTY. CONTACT ME AT (956) 447-3401 EXT # 3120 MON- FRI 8AM- 5PM**

Sincerely,

*Rolando Maldonado*  
Rolando Maldonado

Code Enforcement Officer



DEPARTMENT OF HEALTH

## NOTICE

THIS BUILDING IS UNFIT AND OR UNSAFE AND  
IT'S USE OR OCCUPANCY HAS BEEN PROHIBITED  
BY THE HEALTH AUTHORITY

Date 11-19-21, 19\_\_  
Address 1507 Davenport  
Lot No. 8 Block No. 1718  
Subdivision C. Davenport

Issued By Health Department

**City of Weslaco**

968-3181

**NOTE: REMOVAL PROHIBITED  
BY CITY ORDINANCE**

City of Weslaco

Public Hearing Notice

The Board of Adjustment and Appeals for Construction and Housing Codes will hold a public hearing on Tuesday, December 7, 2021, at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, December 14, 2021, at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to discuss the following unoccupied buildings or premises to determine if they have become dilapidated, substandard, and unfit for human habitation and a hazard to the health, safety, and welfare of the citizens of the City of Weslaco as per Ordinance No. 86-24:

Si desea información en español, llame al departamento de Aplicación de Códigos de la Ciudad de Weslaco, (956) 973-3123.

1507 Davenport, City of Weslaco, Hidalgo County, Texas,  
Recorded Owner Ninfa Rodriguez

The property owners or members of the public are invited to attend and may present evidence supporting or opposing staff's recommendation that these structures be either repaired, demolished or removed. For additional information, contact the Code Enforcement Department at (956) 973-3123.

/s/ Rolando Maldonado









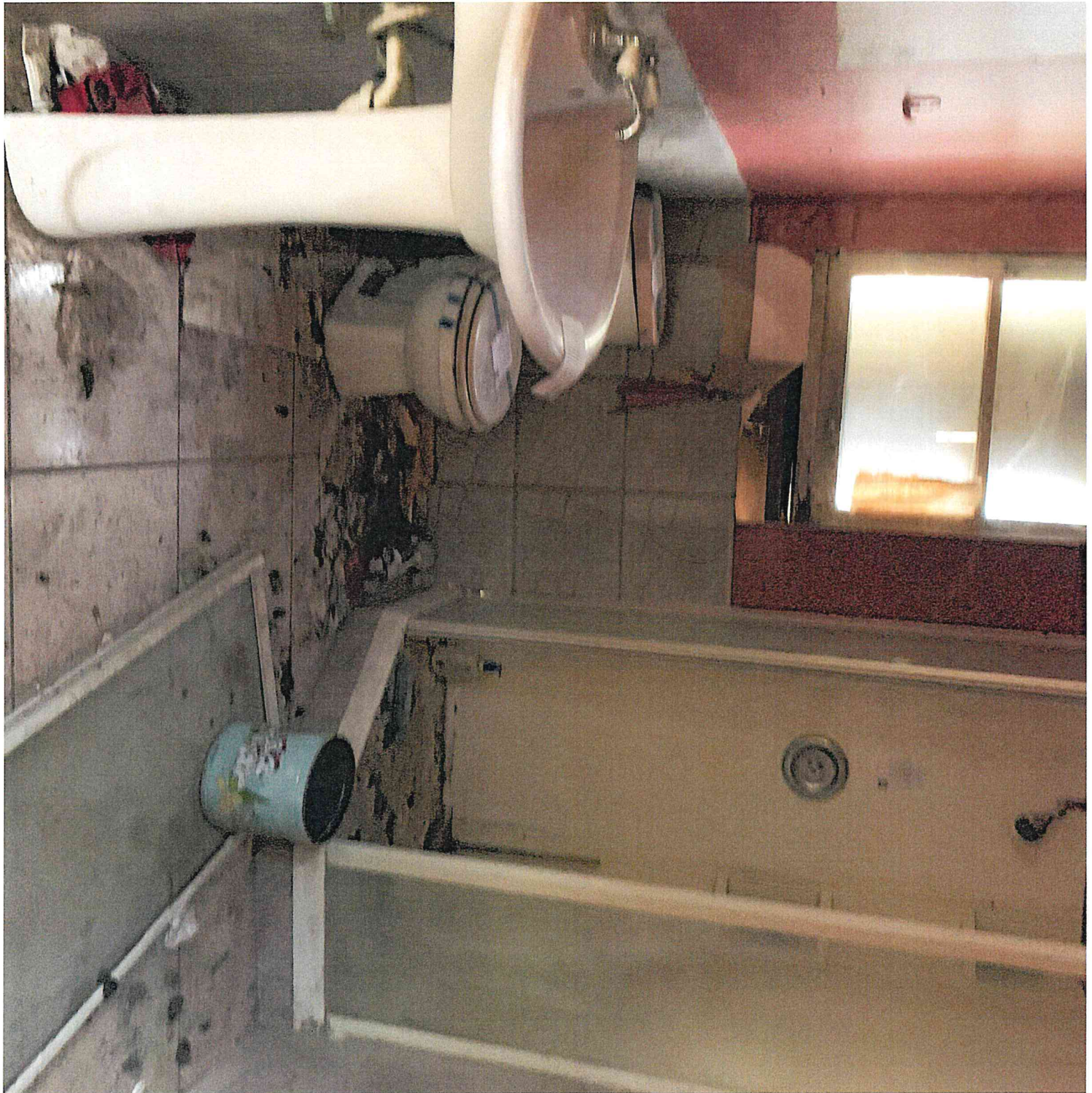


















**WESLACO FIRE MARSHAL'S OFFICE**  
**255 S. KANSAS**  
**WESLACO, TEXAS 78596**  
**(956) 447-1990 FAX (956) 969-4921**

**DILAPIDATED STRUCTURE INSPECTION REPORT**

DATE: 4/21/21 X INSPECTION REINSPECTION  
FACILITY NAME: Abandoned Residence  
PHYSICAL & MAILING ADDRESS: 1507 Davenport Weslaco, TX 78596  
PHONE #: OWNER/MANAGER:

TYPE OF INSPECTION: COMPLAINT OCCUPANCY CLASS: RESIDENCE

|   |    |                              |
|---|----|------------------------------|
|   | 1  | Deteriorated interior walls  |
|   | 2  | Deteriorated roof            |
|   | 3  | Vegetation overgrowth        |
| X | 4  | Unsecured doors              |
| X | 5  | Unsecured windows            |
|   | 6  | Debris inside                |
|   | 7  | Debris outside               |
|   | 8  | Exposed electrical wiring    |
|   | 9  | Broken or missing windows    |
|   | 10 | Broken or missing door       |
|   | 11 | Signs or feces               |
| X | 12 | Signs of transients/vagrants |

|   |    |                                         |
|---|----|-----------------------------------------|
|   | 13 | Sheetrock walls exposed                 |
|   | 14 | Sheetrock ceiling exposed               |
|   | 15 | Signs of roof leaking                   |
|   | 16 | Broken and/or uneven floors             |
|   | 17 | Animals (dogs, cats, mice, etc.) inside |
|   | 18 | Severe fire damage                      |
|   | 19 | Roof collapsed and/or exposed           |
|   | 20 | Graffiti                                |
| X | 21 | Broken/cracked exterior walls           |
|   | 22 | Other:                                  |
|   | 23 | Other:                                  |
|   | 24 | Other:                                  |

**NOTE: THESE CONDITIONS CONSTITUTE A FIRE HAZARD.**

COMPLIES WITHIN CODE TODAY x DOES NOT COMPLY AT THIS TIME WILL REINSPECT BY:

OWNER/OCCUPANT

Asst. Fire Marshal Mike Swinnea  
FIRE MARSHAL/FIRE INSPECTOR

SUCH CONDITIONS ARE VIOLATIONS OF EITHER CITY OR STATE FIRE PREVENTION REGULATIONS. PLEASE CORRECT HAZARD(S) AND HELP PREVENT FIRES. NON-COMPLIANCE IS SUBJECT TO PENALTIES UNDER CITY & STATE REGULATIONS.



## HOUSING INSPECTION CHECKLIST

| GENERAL INFORMATION                                        |                 |                                     |                                                                                                                                                                                           |
|------------------------------------------------------------|-----------------|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ADDRESS OF INSPECTED UNIT<br><u>1507</u>                   |                 |                                     | HOUSING TYPE<br><br><input checked="" type="checkbox"/> Single Family<br><input type="checkbox"/> Duplex Dwelling<br><input type="checkbox"/> Apartment<br><input type="checkbox"/> Other |
| STREET<br><u>Daven port</u>                                | CITY<br>Weslaco |                                     |                                                                                                                                                                                           |
| COUNTY<br>Hidalgo                                          | STATE<br>TX     | ZIP<br>78596                        |                                                                                                                                                                                           |
| NAME OF OWNER OR AGENCY AUTHORIZED TO LEASE UNIT INSPECTED |                 |                                     |                                                                                                                                                                                           |
| PHONE NO.                                                  |                 |                                     |                                                                                                                                                                                           |
| ITEM NO. 1. LIVING ROOM                                    |                 | COMMENT                             | INITIAL ASSESSMENT                                                                                                                                                                        |
| 1.1 ELECTRICITY                                            |                 | <u>exposed wiring</u>               | <u>7</u>                                                                                                                                                                                  |
| 1.2 WINDOW CONDITION                                       |                 | <u>Single pane</u>                  | <u>7</u>                                                                                                                                                                                  |
| 1.3 CEILING CONDITION                                      |                 | <u>dry wall removal</u>             | <u>7</u>                                                                                                                                                                                  |
| 1.4 WALL CONDITION                                         |                 |                                     | <u>4</u>                                                                                                                                                                                  |
| 1.5 FLOOR CONDITION                                        |                 |                                     | <u>4</u>                                                                                                                                                                                  |
| ITEM NO. 2. KITCHEN                                        |                 | COMMENT                             | INITIAL ASSESSMENT                                                                                                                                                                        |
| 2.1 ELECTRICITY                                            |                 | <u>exposed wiring</u>               | <u>7</u>                                                                                                                                                                                  |
| 2.2 WINDOW CONDITION                                       |                 |                                     | <u>0</u>                                                                                                                                                                                  |
| 2.3 CEILING CONDITION                                      |                 |                                     | <u>4</u>                                                                                                                                                                                  |
| 2.4 WALL CONDITION                                         |                 |                                     | <u>4</u>                                                                                                                                                                                  |
| 2.5 FLOOR CONDITION                                        |                 |                                     | <u>4</u>                                                                                                                                                                                  |
| ITEM NO. 3. BATHROOM                                       |                 | COMMENT                             | INITIAL ASSESSMENT                                                                                                                                                                        |
| 3.1 ELECTRICITY                                            |                 |                                     | <u>7</u>                                                                                                                                                                                  |
| 3.2 WINDOW CONDITION                                       |                 | <u>Single pane</u>                  | <u>7</u>                                                                                                                                                                                  |
| 3.3 CEILING CONDITION                                      |                 |                                     | <u>4</u>                                                                                                                                                                                  |
| 3.4 WALL CONDITION                                         |                 | <u>moisture damage below window</u> | <u>4</u>                                                                                                                                                                                  |
| 3.5 FLOOR CONDITION                                        |                 |                                     | <u>4</u>                                                                                                                                                                                  |
| 3.6 FLUSH TOILET IN ENCLOSED ROOM IN UNIT                  |                 |                                     | <u>3</u>                                                                                                                                                                                  |
| 3.7 FIXED WASH BASIN IN LAVATORY IN UNIT                   |                 |                                     | <u>3</u>                                                                                                                                                                                  |
| 3.8 TUB OR SHOWER IN UNIT                                  |                 |                                     | <u>3</u>                                                                                                                                                                                  |
| 3.9 VENTILATION                                            |                 |                                     | <u>4</u>                                                                                                                                                                                  |

1607

| ITEM NO. 4. OTHER ROOMS USED FOR LIVING & HALLS | COMMENT                | INITIAL ASSESSMENT |
|-------------------------------------------------|------------------------|--------------------|
| 4.1 ELECTRICITY/ILLUMINATION                    | missing outlets        | 7                  |
| 4.2 WINDOW CONDITION                            | Single pane            | 7                  |
| 4.3 CEILING CONDITION                           |                        | 4                  |
| 4.4 WALL CONDITION                              |                        | 4                  |
| 4.5 FLOOR CONDITION                             |                        | 4                  |
| ITEM NO. 5. ROOM CODE* AND ROOM LOCATION        | COMMENT                | INITIAL ASSESSMENT |
| 5.1 ELECTRICITY/ILLUMINATION                    | missing outlets        | 7                  |
| 5.2 WINDOW CONDITION                            | Single pane.           | 7                  |
| 5.3 CEILING CONDITION                           |                        | 4                  |
| 5.4 WALL CONDITION                              |                        | 4                  |
| 5.5 FLOOR CONDITION                             |                        | 4                  |
| ITEM NO. 6. BUILDING EXTERIOR                   | COMMENT                | INITIAL ASSESSMENT |
| 6.1 CONDITION OF FOUNDATION                     |                        | 5                  |
| 6.2 CONDITION OF STAIRS, RAILS AND PORCHES      |                        | 4                  |
| 6.3 CONDITION OF ROOF AND GUTTERS               |                        | 4                  |
| 6.4 CONDITION OF EXTERIOR SURFACES              | rotted siding          | 7                  |
| 6.5 LEAD PAINT: EXT. SURFACES                   |                        | 7                  |
| ITEM NO. 7. HEATING & PLUMBING                  | COMMENT                | INITIAL ASSESSMENT |
| 7.1 ADEQUACY OF HEATING EQUIP                   | no equipment installed | 7                  |
| 7.2 SAFETY OF HEATING EQUIP.                    |                        | 7                  |
| 7.3 VENTILATION/COOLING                         |                        | 7                  |
| 7.4 WATER HEATER                                |                        | 7                  |
| 7.5 APPROVABLE WATER SUPPLY                     |                        | 4                  |
| 7.6 PLUMBING                                    |                        | 4                  |
| 7.7 SEWER CONNECTION                            |                        | 4                  |



1527

[illegible]RECOMMENDATION: REPAIR ☒ DEMOLISH ☐ VACATE ☐

1 = Newly constructed  
2 = Good condition requiring no repairs  
3 = Standard condition requiring minor maintenance repair from normal seasonal wear  
4 = Substandard condition requiring major maintenance repair from an accumulation of seasonal wear, and abnormal wear from abusive treatment and neglect  
5 = Deteriorating condition requiring major structural repair resulting from a period of substandard conditions; considered a health hazard  
6 = Dilapidated condition requiring more than 50% structural replacement  
7 = Severe dilapidated condition that would require immediate attention

INSPECTED BY ~~BY~~

DATE \_\_\_\_\_

# LAND INVESTIGATION SERVICES

P.O. Box 530211  
Harlingen, Texas 78550

(956)467-6674 Mobile  
rgvreports@gmail.com

**Location:** 1507 Davenport St.

**Property ID:** 157319

**Taxpayer Name:** Rodriguez Ninfa  
1507 Davenport  
Weslaco, Tx 78596-6541

## TITLE REPORT

**CERTIFICATION DATE:** September 1, 2021

### LEGAL DESCRIPTION:

Lots 17 and 18 Block 8, C. DAVENPORT SUBDIVISION, an ADDITION to the City Of Weslaco, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 10 Page 14, Map Records, Hidalgo County, Texas. **SUBJECT TO:** Subdivision regulations of the county of Hidalgo and/or Ordinances or governmental regulation of the City in which the property may be located or holding extra-territorial jurisdiction of said property.

**RECORD OWNER:** NINFA RODRIGUEZ

### TITLE VIA:

Special Warranty Deed from Alvaro Gaytan, Jr., Raquel G. Maklary, Noe Gaytan, Esther Smith, Adan Gaytan, Norberto Gaytan, Nora Smith and Alma Filoteo filed for record February 20, 2004 under county clerk's document number 1299936, Official Records, Hidalgo County, Texas.

### LIENS:

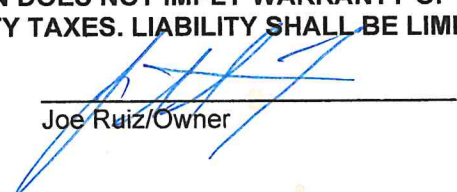
Deed Of Trust Secured By Homestead filed for record October 6, 2004 under county clerks document number 1389458 Official Records, Hidalgo County, Texas, executed by Ninfa Rodriguez, a single person, securing the payment of one promissory note in the principal sum of \$23,304.55 payable to the order of Citifinancial, Inc.

Deed Of Trust Secured By Homestead filed for record December 6, 2005 under county clerks document number 1552417 Official Records, Hidalgo County, Texas, executed by Ninfa Rodriguez, a single person, securing the payment of one promissory note in the principal sum of \$36,790.28 payable to the order of Citifinancial, Inc.

**ABSTRACT JUDGMENTS:** None on record.

**CIVIL RECORDINGS:** None on record

**NOTICE: THE INFORMATION CONTAINED HEREIN DOES NOT IMPLY WARRANTY OF TITLE, NOR DOES IT REFLECT INVESTIGATION OF PROPERTY TAXES. LIABILITY SHALL BE LIMITED TO THE AMOUNT OF THE TITLE REPORT FEE.**

  
\_\_\_\_\_  
Joe Ruiz/Owner



**C DAVENPORT SUBDIVISION**

OF  
THE NORTH 16.96 AC. IN FARM TRACT NO. 52  
WEST TRACT SUBDIVISION

HIDALGO CO. TEXAS.

May 23<sup>rd</sup> 1946. Scale 1"=100'

License No. 3489

Vol. 10  
Pg. 14

Mile 1 1/2 North 2

The original course reading  
S. 34° 40' East 265.9' changed  
To read S. 34° 00' East 263.5'  
to eliminate 363' excess in  
departure and 41.3' shortage in  
latitude and 0.12 AC. shortage  
in area. Note increase in  
length from 181.0' to 185.13' on  
East side, Mile 4 West  
Road.

Proven. J. W. Harrison  
canal right of way  
concrete canal opp. Row line.

STATE OF TEXAS  
COUNTY OF HIDALGO

This is to certify that J. W. Harrison a  
Licensed Engineer of Mercedes, Texas have  
surveyed, subdivided and mapped for Mr.  
C. Davenport of San Antonio, Texas the  
North 16.96 Acres out of a gross 23.02 Acres  
in Farm Tract No. 52 in the West Tract  
Subdivision of Lands of The American Rio  
Grande Land and Irrigation Company in  
Hidalgo County, Texas on or before this  
date of May 23<sup>rd</sup> Year 1946.

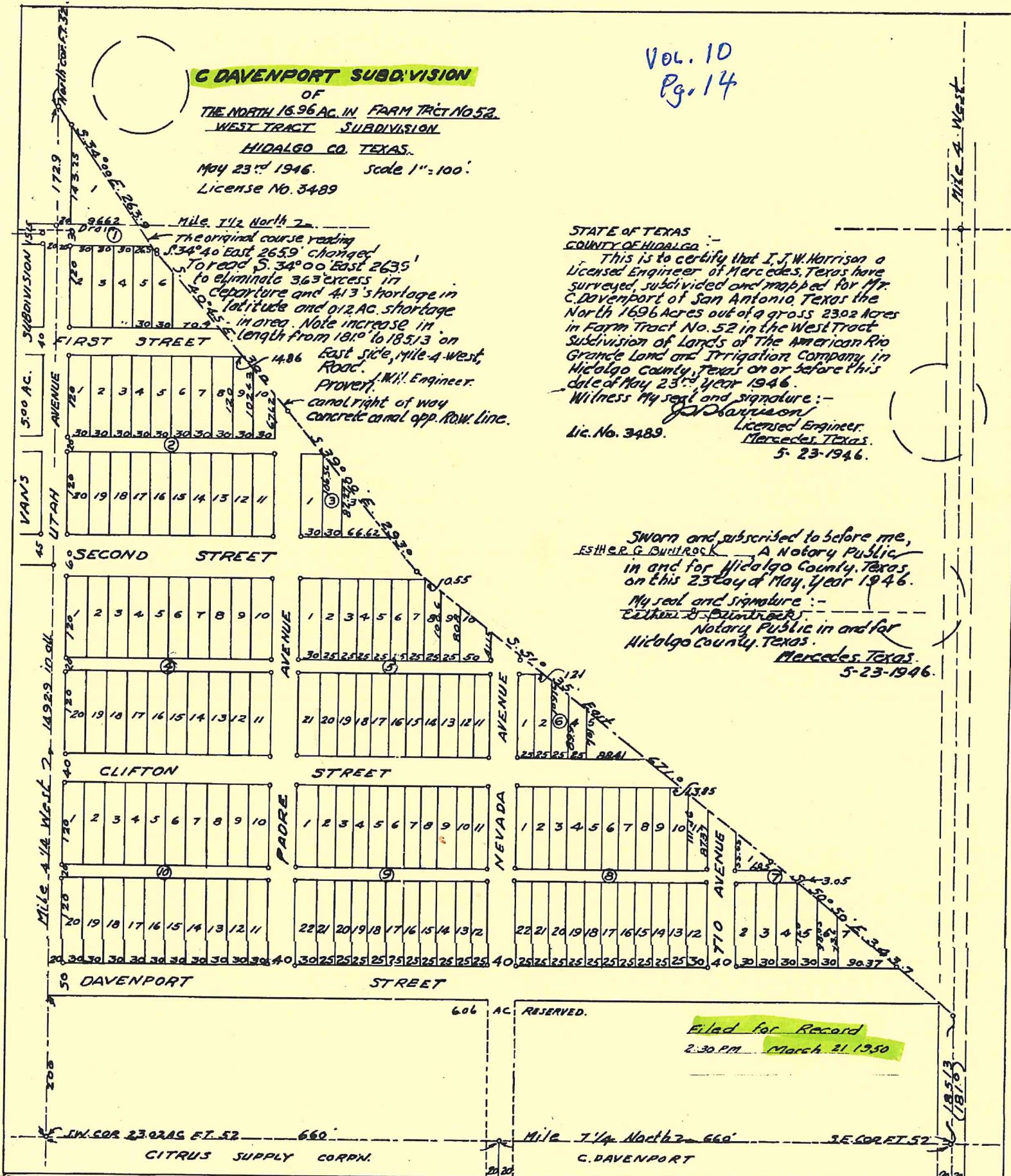
Witness My seal and signature:-

J. W. Harrison  
Licensed Engineer.  
Mercedes, Texas.  
5-23-1946.

Sworn and subscribed to before me,  
ESTHER G. BUNTROCK A Notary Public  
in and for Hidalgo County, Texas,  
on this 23<sup>rd</sup> day of May, Year 1946.

My seal and signature:-

ESTHER G. BUNTROCK  
Notary Public in and for  
Hidalgo County, Texas.  
Mercedes, Texas.  
5-23-1946.







# Hidalgo CAD

## Property Search Results > 157319 RODRIGUEZ NINFA for Year 2022

Tax Year: 2022

### Property

#### Account

Property ID: 157319 Legal Description: C DAVENPORT BLK 8 LOTS 17 & 18  
Geographic ID: D1000-01-008-0017-00 Zoning: RS  
Type: Real Agent Code:  
Property Use Code:  
Property Use Description:

#### Location

Address: 1507 DAVENPORT ST Mapsco:  
WESLACO, TX  
Neighborhood: DAVENPORT #1, #2, & #3 Map ID: CWL VOL 10 PG 14  
Neighborhood CD: D100001

#### Owner

Name: RODRIGUEZ NINFA Owner ID: 547055  
Mailing Address: 1507 DAVENPORT ST % Ownership: 100.000000000000%  
WESLACO, TX 78596-6541  
Exemptions: OTHER, HS

### Values

|                                       |   |          |                       |
|---------------------------------------|---|----------|-----------------------|
| (+) Improvement Homesite Value:       | + | \$24,943 |                       |
| (+) Improvement Non-Homesite Value:   | + | \$0      |                       |
| (+) Land Homesite Value:              | + | \$18,000 |                       |
| (+) Land Non-Homesite Value:          | + | \$0      | Ag / Timber Use Value |
| (+) Agricultural Market Valuation:    | + | \$0      | \$0                   |
| (+) Timber Market Valuation:          | + | \$0      | \$0                   |
| -----                                 |   |          |                       |
| (=) Market Value:                     | = | \$42,943 |                       |
| (-) Ag or Timber Use Value Reduction: | - | \$0      |                       |
| -----                                 |   |          |                       |
| (=) Appraised Value:                  | = | \$42,943 |                       |
| (-) HS Cap:                           | - | \$0      |                       |
| -----                                 |   |          |                       |
| (=) Assessed Value:                   | = | \$42,943 |                       |

### Taxing Jurisdiction

Owner: RODRIGUEZ NINFA

December 7, 2021

% Ownership: 100.0000000000%

Total Value: \$42,943

| Entity                      | Description          | Tax Rate | Appraised Value | Taxable Value | Estimated Tax |
|-----------------------------|----------------------|----------|-----------------|---------------|---------------|
| CAD                         | APPRAISAL DISTRICT   | 0.000000 | \$42,943        | \$42,943      | \$0.00        |
| CWL                         | CITY OF WESLACO      | 0.696700 | \$42,943        | \$32,943      | \$229.51      |
| DR1                         | DRAINAGE DISTRICT #1 | 0.102600 | \$42,943        | \$42,943      | \$44.06       |
| GHD                         | HIDALGO COUNTY       | 0.575000 | \$42,943        | \$27,943      | \$160.67      |
| JCC                         | SOUTH TEXAS COLLEGE  | 0.171800 | \$42,943        | \$42,943      | \$73.78       |
| R02                         | ROAD DIST 02         | 0.000000 | \$42,943        | \$42,943      | \$0.00        |
| SST                         | SOUTH TEXAS SCHOOL   | 0.049200 | \$42,943        | \$42,943      | \$21.13       |
| SWL                         | WESLACO ISD          | 1.018900 | \$42,943        | \$7,943       | \$80.93       |
| Total Tax Rate:             |                      | 2.614200 |                 |               |               |
| Taxes w/Current Exemptions: |                      |          |                 |               | \$610.08      |
| Taxes w/o Exemptions:       |                      |          |                 |               | \$1,122.62    |

## Improvement / Building

Improvement #1: RESIDENTIAL State Code: A1 Living Area: 960.0 sqft Value: \$24,943

| Type | Description     | Class CD | Exterior Wall | Year Built | SQFT  |
|------|-----------------|----------|---------------|------------|-------|
| MA   | MAIN AREA       | WDFA - 3 | DWD           | 1984       | 960.0 |
| CPT  | CARPORT         | *        |               | 1984       | 165.0 |
| STG  | STORAGE         | *        |               | 1984       | 99.0  |
| POR  | PORCH (COVERED) | *        |               | 1984       | 96.0  |

## Land

| # | Type | Description | Acres  | Sqft    | Eff Front | Eff Depth | Market Value | Prod. Value |
|---|------|-------------|--------|---------|-----------|-----------|--------------|-------------|
| 1 | L    | LOT         | 0.1377 | 6000.00 | 50.00     | 120.00    | \$18,000     | \$0         |

## Roll Value History

| Year | Improvements | Land Market | Ag Valuation | Appraised | HS Cap  | Assessed |
|------|--------------|-------------|--------------|-----------|---------|----------|
| 2022 | \$24,943     | \$18,000    | 0            | 42,943    | \$0     | \$42,943 |
| 2021 | \$24,943     | \$18,000    | 0            | 42,943    | \$3,108 | \$39,835 |
| 2020 | \$19,897     | \$18,000    | 0            | 37,897    | \$1,683 | \$36,214 |
| 2019 | \$14,922     | \$18,000    | 0            | 32,922    | \$0     | \$32,922 |
| 2018 | \$14,922     | \$18,000    | 0            | 32,922    | \$0     | \$32,922 |
| 2017 | \$14,922     | \$18,000    | 0            | 32,922    | \$0     | \$32,922 |
| 2016 | \$12,480     | \$18,000    | 0            | 30,480    | \$0     | \$30,480 |
| 2015 | \$12,757     | \$18,000    | 0            | 30,757    | \$0     | \$30,757 |
| 2014 | \$16,533     | \$18,000    | 0            | 34,533    | \$0     | \$34,533 |
| 2013 | \$16,653     | \$15,000    | 0            | 31,653    | \$0     | \$31,653 |
| 2012 | \$16,980     | \$15,000    | 0            | 31,980    | \$0     | \$31,980 |
| 2011 | \$16,782     | \$15,000    | 0            | 31,782    | \$0     | \$31,782 |
| 2010 | \$17,416     | \$15,000    | 0            | 32,416    | \$0     | \$32,416 |

December 7, 2021



|      |          |          |   |        |         |          |
|------|----------|----------|---|--------|---------|----------|
| 2009 | \$18,049 | \$15,000 | 0 | 33,049 | \$1,846 | \$31,203 |
| 2008 | \$19,633 | \$15,000 | 0 | 34,633 | \$6,267 | \$28,366 |

## Deed History - (Last 3 Deed Transactions)

| # | Deed Date | Type | Description           | Grantor                | Grantee                | Volume | Page | Deed Number |
|---|-----------|------|-----------------------|------------------------|------------------------|--------|------|-------------|
| 1 | 2/20/2004 | AOH  | AFFIDAVIT OF HEIRSHIP | GAYTAN ALVARO          | GAYTAN ALVARO JR ET AL |        |      | 1299935     |
| 2 | 2/20/2004 | SWD  | SPEC. W/D             | GAYTAN ALVARO JR ET AL | RODRIGUEZ NINFA        |        |      | 1299936     |
| 3 |           | CONV | CONVERSION            | UNKNOWN                | GAYTAN ALVARO          |        |      |             |

## Tax Due

Property Tax Information as of 08/20/2021

Amount Due if Paid on: 

| Year | Taxing Jurisdiction | Taxable Value | Base Tax | Base Taxes Paid | Base Tax Due | Discount / Penalty & Interest | Attorney Fees | Amount Due |
|------|---------------------|---------------|----------|-----------------|--------------|-------------------------------|---------------|------------|
|------|---------------------|---------------|----------|-----------------|--------------|-------------------------------|---------------|------------|

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 381-8466.

1299936

**SPECIAL WARRANTY DEED**

Date: February 10th, 2004

Grantors and Grantors' addresses:

Alvaro Gaytan, Jr.  
6585 E. Becht Rd  
Coloma, MI 49038

Esther Smith  
154 Alma Dr.  
Hardy, AR 72542

Nora Smith  
567 Arkn175  
Hardy, AR 72542

Raquel G. Maklary  
600 E. Illinois Ave.  
Hammond, LA 70403

Adan Gaytan  
128 Frost Proof Dr.  
Weslaco, TEX 7856

Alma Filoteo  
2416 E. 11<sup>th</sup> St.  
Weslaco, TEX 78596

Noe Gaytan  
2008 Foxfire Rd.  
Cleveland, TN 37312

Norberto Gaytan  
1507 Davenport St.  
Weslaco, TEX 78596

Grantee: Ninfa Rodriguez

Grantee's address: 1507 Davenport St., Weslaco, Hidalgo County, Texas

Consideration: Our love and affection for four sister.

Property (including improvements):

All of my/our undivided interest in and to the following described property:  
Lots Seventeen (17) and Eighteen (18), Block Eight (8), C. Davenport  
Subdivision, an Addition to the City of Weslaco, Hidalgo County, Texas,  
according to Map recorded in Volume 10, page 14, Map Records, Hidalgo  
County, Texas, together with all improvements thereon.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: NONE

Grantors, for the consideration, have Granted, Given, Assigned and Conveyed to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantors bind Grantors and Grantors' heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof as their interests may appear, except as to the reservations from and exceptions to conveyance and warranty.

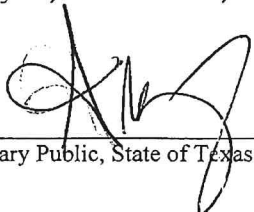
When the context requires, singular nouns and pronouns include the plural.

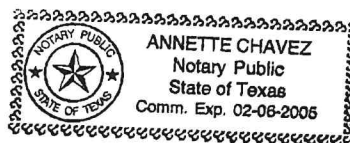


Nora Smith Raquel G. Maklary Esther Smith  
Noe Gaytan Alma Filoteo  
Adan Gaytan + (His mark)  
Norberto Gaytan

STATE OF TEXAS  
COUNTY OF HIDALGO

This instrument was acknowledged before me on February 10<sup>th</sup>, 2004 by  
Alvaro Gaytan, Jr., Esther Smith, Nora Smith, Raquel G. Maklary, Adan  
Gaytan, Alma Filoteo, Noe Gaytan and Norberto Gaytan.

  
\_\_\_\_\_  
Notary Public, State of Texas



After recording, return to:

Ninfa Rodriguez  
1507 Davenport St.  
Weslaco, TX 78596

Filed for Record in:  
Hidalgo County, III  
by J. D. Salinas, III  
County Clerk  
On: Feb 20, 2004 at 10:50A  
As a Recording  
Document Number: 1299336  
Total Fees: 16.00  
Receipt Number - 563627  
By,  
Gilbert Salinas, Deputy

RETURN TO:

TETRS, LLC

4401 North I-35, Suite 301

DENTON, TX 76207

TX#

CUSTOMER #

1389458

## DEED OF TRUST SECURED BY HOMESTEAD

THE STATE OF TEXAS

COUNTY OF HIDALGO

}

KNOW BY THESE PRESENTS:

THIS DEED OF TRUST (SECURITY INSTRUMENT) SECURES AN EXTENSION OF THE TYPE OF CREDIT DEFINED BY SECTION 50(a)(6), ARTICLE XVI, TEXAS CONSTITUTION.

**NOTICE OF CONFIDENTIALITY RIGHTS: I MAY REMOVE OR STRIKE MY SOCIAL SECURITY NUMBER OR MY DRIVER'S LICENSE NUMBER FROM THIS DOCUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS.**

HOMEOWNERS WHO ENTER INTO AN AGREEMENT EVIDENCED BY THIS DEED OF TRUST WILL BE GIVING A LIEN ON THEIR HOMESTEAD.

Date: 09/30/2004

NINFA RODRIGUEZ A SINGLE PERSON

hereinafter termed "Grantors,"

whether one or more, for the purpose of securing the indebtedness hereinafter described and Grantors' performance under this instrument, and in consideration of the sum of TEN DOLLARS (\$10.00) to us in hand paid, the receipt of which is hereby acknowledged, and for the further consideration of the uses, purposes, and trusts hereinafter set forth,

Do hereby irrevocably grant, sell, and convey unto

M VELA

, herein termed "Trustee," of Irving, Texas, and said Trustee's substitutes or successors, in trust, with power of sale for the uses and purposes set forth herein, for the benefit of CITIFINANCIAL, INC.

herein termed "Beneficiary," the following described property (the "Property") situated in HIDALGO County, Texas:

LOT 17 AND 18, BLOCK 8, C DAVENPORT SUBDIVISION, AN ADDITION TO THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOL.10, PAGE 14, MAP RECORDS, HIDALGO COUNTY, TEXAS.

The Property is located at 1507 DAVENPORT WESLACO, TX 78596

This Deed of Trust secures the repayment of the indebtedness evidenced by Grantors' Note (the "Note") dated 09/30/2004, in the original principal amount of \$ 23,304.55, and all extensions and renewals thereof, with interest thereon. The Note is repayable in monthly installments of principal and interest, with the unpaid balance of the Note due and payable on 10/15/2012 if not paid in full before that date. This Deed of Trust does not and will not secure any other indebtedness now or hereafter owing to Lender.

A. Grantors agree and warrant:

1. Grantors will pay all Note payments when due in accordance with the terms of the Note and this Deed of Trust.

RECEIVED



2. Grantors will pay all taxes and assessments on the property when due.
3. Grantors will make all payments when due and perform all covenants with respect to any prior mortgage, deed of trust, security agreement, or any other lien document that created a prior security interest or encumbrance on the Property. Grantors will promptly deliver to Beneficiary any notices that Grantors receive from the holder(s) of any such prior lien or encumbrance. Grantors will not allow any modification or extension of nor request any further advances under any note or agreement secured by any such prior lien or encumbrance without Beneficiary's prior written consent.
4. Grantors will preserve this lien's priority on the Property as it is established in this Deed of Trust.
5. Grantors warrant that Grantors are the owners of the Property and have the right to irrevocably grant, sell, and convey the Property in trust to Trustee, and that Grantors will defend generally the title to the Property.
6. Grantors warrant that the Property is unencumbered except for encumbrances of record.
7. Grantors will keep the Property in good repair and condition, make all repairs as necessary, and not allow any waste or deterioration of the Property.
8. Grantors will insure and keep insured all improvements on the Property against loss or damage by fire, windstorm, and any other hazard as may be reasonably required from time to time by Beneficiary. Grantors will provide proof of insurance to Beneficiary upon request.
9. 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(s) or other evidences of Indebtedness 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 Indebtedness hereby secured and recoverable as such in all respects.

Grantors shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Grantors shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Grantors shall promptly give Beneficiary written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Grantors have actual knowledge. If Grantors learn, or are notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Grantors shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

10. Grantors will provide flood insurance at any time the Property is in a flood hazard area and upon the request of Beneficiary.
11. If the Property includes or is a unit in a condominium or a planned unit development, Grantors will perform all of Grantors' duties under the covenants, by-laws, and regulations of the condominium or planned unit development.
12. Grantors will give Beneficiary prompt notice of any pending or threatened action by any entity to purchase or take any or all of the Property through condemnation or any other means, and Grantors authorize Beneficiary to intervene in Grantors' names in any of the above described proceedings.
13. Grantors represent that the Property is not designated for agricultural use as provided by statutes governing property tax unless the Property is used primarily for the production of milk.
14. Occupancy, Preservation, Maintenance and Protection of the Property; Grantors' Loan Application; Leaseholds. Grantors now occupy and use the Property as Grantors' Texas homestead. Grantors shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Grantors shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Beneficiary's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Deed of Trust or Beneficiary's security interest. Grantors may cure such a default and reinstate, as provided for in the Default provision of this Deed of Trust, by causing the action or proceeding to be dismissed with a ruling that, in Beneficiary's good faith determination, precludes forfeiture of the Grantors' interest in the Property or other material impairment of the lien created by this Deed of Trust or Beneficiary's security interest. Grantors shall also be in default and may be held personally liable for debt evidenced by the Disclosure Statement, Note and Security Agreement if Grantors obtained the extension of credit by actual fraud.



NINFA RODRIGUEZ

**B. Beneficiary's Rights:**

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the Note are used to pay any debts secured by prior liens on the Property, Beneficiary is subrogated to all the rights and liens of the holders of any debt so paid.
3. If Grantors fail to perform any of Grantors' duties or obligations, Beneficiary may perform those obligations and be reimbursed by Grantors on demand at the place where the Note is payable for any sums so paid, plus interest on those sums from the dates of payment at the rate of interest stated in the Note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this Deed of Trust.

**C. Default:**

1. Grantors will be in default if any party obligated on the Note fails to make payment when due or if a breach occurs under the terms of this Deed of Trust or any other document executed for the purpose of securing the Note.
2. In the event of default, if the default continues after Beneficiary gives Grantors notice of the default and the time within which it must be cured as may be required by law or written agreement, but, except as such notices may be required under applicable law, without any notice, demand, presentment, notice of nonpayment or nonperformance, protest, notice of protest, notice of intent to accelerate, notice of acceleration, or any other notice or any other action, all of which are hereby waived by Grantors, Beneficiary may declare the unpaid principal balance and earned interest on the Note and any other amounts payable hereunder immediately due and payable, and upon such declaration, the entire unpaid principal balance and earned interest on the Note and any other amounts payable hereunder shall be immediately due and payable. Grantors will never be charged any unearned interest.
3. If Grantors do not cure any default, after such default, failure to cure, and acceleration of the Note, Beneficiary may request the Trustee to petition a court of competent jurisdiction to issue an order of foreclosure. The Trustee hereunder shall be required to comply with all applicable statutes and the court order concerning any foreclosure sale, including the notice of sale, time, terms, and place of sale description of the Property to be sold pursuant to the court order.
4. If the Property is sold, the Trustee shall make and deliver a deed to the Property sold that conveys absolute title to the purchaser, and shall pay to Beneficiary, to the extent allowed by law, all moneys advanced by Beneficiary pursuant to the Note, plus earned interest. Beneficiary may purchase the Property.
5. Beneficiary's acceptance of any sum in payment or partial payment on the Note after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Beneficiary's rights. By not exercising any remedy in the event of Grantors' default Beneficiary does not waive Beneficiary's right to subsequently consider the event a default if it happens again.

**D. Beneficiary's Right:**

All agreements between Beneficiary and Grantors are hereby expressly limited so that in no event shall any agreement between Beneficiary and Grantors, or between either of them and any third party, be construed not to allow Beneficiary a reasonable time to comply with Beneficiary's obligations under the Extension of Credit. Grantors understand that the Extension of Credit is being made on the condition that Beneficiary shall have a reasonable time to comply with any of the provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. As a precondition to taking any action promised on failure of Beneficiary to comply, Grantors will advise Beneficiary of the noncompliance by written notice and will give Beneficiary a reasonable time to comply. Grantors will cooperate in reasonable efforts to effectuate any compliance. Only after Beneficiary has received said notice, has had a reasonable time to comply, and has failed to comply, shall all principal and interest be forfeited, as required by Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution in connection with failure by the Beneficiary to comply with its obligations under this Extension of Credit.

In the event that, for any reason whatsoever, any obligation of Grantors or of Beneficiary pursuant to the terms or requirements hereof or of any other loan document shall be construed to violate any of the provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution, then any such obligation shall be subject to the provisions of this paragraph, and such document shall be automatically reformed, without the necessity of the execution of any amendment or new document, so that Grantors' or Beneficiary's obligations shall be modified to conform to the Texas Constitution, and in no event shall Grantors or Beneficiary be obligated to perform any act, or be bound by any requirement which would conflict therewith.

All agreements between Beneficiary and Grantors are expressly limited so that any interest, loan charge or fee collected or to be collected (other than by payment of interest) from Grantors, any owner or the spouse of any owner of the Property in connection with the origination, evaluation, maintenance, recording, insuring or servicing of the Extension of Credit shall not exceed, in the aggregate, the highest amount allowed by applicable law.

If a law, which applies to this loan and which sets maximum interest, loan charges or fees is finally interpreted so that the interest, loan charges or fees that the Beneficiary has collected or is entitled to collect in connection with this loan exceed the permitted limits, or a determination is made at any time by Beneficiary that interest, loan charges or fees that the Beneficiary has collected or is entitled to collect in connection with this loan exceed the permitted limit, then: (i) any such interest, loan charges or fees shall be reduced by the amount necessary to reduce the interest, loan charges or fees to the permitted limit; and (ii) any sums already collected from Grantors which exceeded permitted limits will be refunded to Grantors. The Beneficiary may choose to make this refund by reducing the principal Grantors owe under the Note or by making a direct payment to Grantors. If a refund reduces principal, the reduction will be treated as a partial prepayment. Grantors' acceptance of any such refund will constitute a waiver of any right of action Grantors might have arising out of such overcharge.



NINFA RODRIGUEZ

It is the express intention of the Beneficiary and Grantors to structure this Extension of Credit to conform to the provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation or provision of the Disclosure Statement, Note or Security Agreement or any other loan document involving this Extension of Credit transcends the limit of validity prescribed by applicable law, then any promise, payment, obligation or provision shall be reduced to the limit of such validity, or eliminated as a requirement if necessary for compliance with such law, and such document shall be automatically reformed without the necessity of the execution of any new amendment or new document.

Beneficiary's right-to-comply as provided in this paragraph shall survive the payoff of the Extension of Credit. The provision of this paragraph shall supersede any inconsistent provision of the Disclosure Statement, Note or Security Agreement.

The extension of credit evidenced by this Note and Deed of Trust securing it is without recourse for personal liability against Borrower (owner) and Borrower's (owner's) spouse, unless Borrower or Borrower's spouse obtained the extension of credit by actual fraud.

E. General Provisions:

1. When the context requires, singular nouns and pronouns include the plural and vice versa.
2. Within a reasonable time after termination and full payment of the extension of credit secured by this Deed of Trust, Beneficiary will cancel and return the Note to the owner of the homestead subject to this Deed of Trust and will give the owner, in recordable form, a release of the lien securing the extension of credit or a copy of an endorsement and assignment of the lien to a lender that is refinancing the extension of credit.
3. The Lender, Beneficiary, or any holder of the Note for the extension of credit secured by this Deed of Trust shall forfeit all principal and interest of the extension of credit if the Lender, Beneficiary, or holder fails to comply with the Lender's, Beneficiary's, or holder's obligation under the extension of credit within a reasonable time after the Lender, Beneficiary, or holder is notified by the borrower (Grantors) of the Lender's, Beneficiary's, or holder's failure to comply.
4. This Deed of Trust shall bind, inure to the benefit of, and may be exercised by successors in interest of all parties.

**THIS DEED OF TRUST SECURES AN EXTENSION OF THE TYPE OF CREDIT DEFINED BY SECTION 50(a)(6), ARTICLE XVI, TEXAS CONSTITUTION.**

**THIS CONTRACT IS SUBJECT TO REGULATION BY THE OFFICE OF CONSUMER CREDIT COMMISSIONER, 2601 NORTH LAMAR, AUSTIN, TEXAS 78705-4207. (512) 936-7600 OR 1-800-538-1579.**

**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, with a copy to P. O. Box 17170, Baltimore, MD 21203, of any default under the superior encumbrance and of any sale or other foreclosure action.

By signing, Grantors agree to the terms, conditions, and covenants contained in this Deed of Trust and in any attachments, and acknowledge receipt of a copy of this Deed of Trust.

Ninfa Rodriguez 9-30-04 \_\_\_\_\_ Date  
(Signature) (Signature)

**ACKNOWLEDGEMENT**

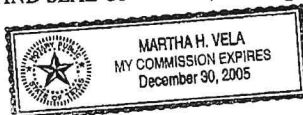
STATE OF TEXAS \*  
COUNTY OF Hidalgo \*

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Ninfa Rodriguez and \_\_\_\_\_,

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of September, 2004.

Seal



Martha H. Vela  
Notary Public for the State of Texas

My Commission expires 12-30-05.

Mailing address of Trustee:

M VELA

509 W HIGHWAY 83  
WESLACO TX 78596

Mailing address of Beneficiary:

CITIFINANCIAL, INC.

509 W HIGHWAY 83  
WESLACO TX 78596

AFTER RECORDING RETURN TO: CITIFINANCIAL, INC.

509 W HIGHWAY 83  
WESLACO TX 78596

Filed for Record in:  
Hidalgo County,  
by J. D. Salinas, III  
County Clerk

On: Oct 06, 2004 at 03:01P

As a Recording

Document Number: 1399458  
Total Fees : \$0.00

Receipt Number - 621530  
By,  
Marylou Cantu, Deputy

December 7, 2021



Hidalgo County  
Eddy Trevino  
County Clerk  
Edinburg, TX 78540



70 2005 01552417

Instrument Number: 2005-1552417

As

Recorded On: December 06, 2005

Recording

Parties:

To

Billable Pages: 5

Number of Pages: 6

Comment: DT

**\*\* Examined and Charged as Follows: \*\***

|                  |       |
|------------------|-------|
| Recording        | 32.00 |
| Total Recording: | 32.00 |

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2005-1552417  
Receipt Number: 725276  
Recorded Date/Time: December 06, 2005 10:01A  
Book-Vol/Pg: BK-SC VL-4 PG-92360  
User / Station: I Leal - Cash Station 2

**Record and Return To:**

TRANSUNION SETTLEMENT SOLUTIONS  
5300 BRANDYWINE PKWY STE. 100  
WILMINGTON DE 19803

1552417

Return to:  
TransUnion Settlement Solutions  
5300 Brandywine Pkwy., Suite 100  
Wilmington, DE 19803

155  
98851-60000  
051104-1145482

## DEED OF TRUST SECURED BY HOMESTEAD

THE STATE OF TEXAS

COUNTY OF

HIDALGO

} KNOW BY THESE PRESENTS:

THIS DEED OF TRUST (SECURITY INSTRUMENT) SECURES AN EXTENSION OF THE TYPE OF CREDIT DEFINED BY SECTION 50(a)(6), ARTICLE XVI, TEXAS CONSTITUTION.

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

HOMEOWNERS WHO ENTER INTO AN AGREEMENT EVIDENCED BY THIS DEED OF TRUST WILL BE GIVING A LIEN ON THEIR HOMESTEAD.

Date: 11/25/2005

NINFA RODRIGUEZ, A SINGLE PERSON

hereinafter termed "Grantors," whether

one or more, for the purpose of securing the indebtedness hereinafter described and Grantors' performance under this instrument, and in consideration of the sum of TEN DOLLARS (\$10.00) to us in hand paid, the receipt of which is hereby acknowledged, and for the further consideration of the uses, purposes, and trusts hereinafter set forth,

Do hereby irrevocably grant, sell, and convey unto \_\_\_\_\_, herein  
M VELA  
termed "Trustee," of Irving, Texas, and said Trustee's substitutes or successors, in trust, with power of sale for the uses and purposes set forth herein, for the benefit of CITIFINANCIAL, INC.,  
herein termed "Beneficiary," the following described property (the "Property") situated in HIDALGO  
County, Texas:

LOTS SEVENTEEN (17) AND EIGHTEEN (18), BLOCK EIGHT (8), C. DAVENPORT  
SUBDIVISION, AN ADDITION TO THE CITY OF WESLACO, HIDALGO COUNTY,  
TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 10, PAGE 14, MAP  
RECORDS, OF HIDALGO COUNTY, TEXAS.

TAX ID# 01000-01-008-0017-00

The Property is located at 1507 DAVENPORT WESLACO, TX 78596

This Deed of Trust secures the repayment of the indebtedness evidenced by Grantors' Note (the "Note") dated 11/25/2005, in the original principal amount of \$ 36,790.28, and all extensions and renewals thereof, with interest thereon. The Note is repayable in monthly installments of principal and interest, with the unpaid balance of the Note due and payable on 12/09/2020 if not paid in full before that date. This Deed of Trust does not and will not secure any other indebtedness now or hereafter owing to Lender.

A. Grantors agree and warrant:

1. Grantors will pay all Note payments when due in accordance with the terms of the Note and this Deed of Trust.



2. Grantors will pay all taxes and assessments on the property when due.
3. Grantors will make all payments when due and perform all covenants with respect to any prior mortgage, deed of trust, security agreement, or any other lien document that created a prior security interest or encumbrance on the Property. Grantors will promptly deliver to Beneficiary any notices that Grantors receive from the holder(s) of any such prior lien or encumbrance. Grantors will not allow any modification or extension of nor request any further advances under any note or agreement secured by any such prior lien or encumbrance without Beneficiary's prior written consent.
4. Grantors will preserve this lien's priority on the Property as it is established in this Deed of Trust.
5. Grantors warrant that Grantors are the owners of the Property and have the right to irrevocably grant, sell, and convey the Property in trust to Trustee, and that Grantors will defend generally the title to the Property.
6. Grantors warrant that the Property is unencumbered except for encumbrances of record.
7. Grantors will keep the Property in good repair and condition, make all repairs as necessary, and not allow any waste or deterioration of the Property.
8. Grantors will insure and keep insured all improvements on the Property against loss or damage by fire, windstorm, and any other hazard as may be reasonably required from time to time by Beneficiary. Grantors will provide proof of insurance to Beneficiary upon request.
9. 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(s) or other evidences of Indebtedness 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 Indebtedness hereby secured and recoverable as such in all respects.

Grantors shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Grantors shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Grantors shall promptly give Beneficiary written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Grantors have actual knowledge. If Grantors learn, or are notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Grantors shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

10. Grantors will provide flood insurance at any time the Property is in a flood hazard area and upon the request of Beneficiary.
11. If the Property includes or is a unit in a condominium or a planned unit development, Grantors will perform all of Grantors' duties under the covenants, by-laws, and regulations of the condominium or planned unit development.
12. Grantors will give Beneficiary prompt notice of any pending or threatened action by any entity to purchase or take any or all of the Property through condemnation or any other means, and Grantors authorize Beneficiary to intervene in Grantors' names in any of the above described proceedings.
13. Grantors represent that the Property is not designated for agricultural use as provided by statutes governing property tax unless the Property is used primarily for the production of milk.
14. Occupancy, Preservation, Maintenance and Protection of the Property; Grantors' Loan Application; Leaseholds. Grantors now occupy and use the Property as Grantors' Texas homestead. Grantors shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Grantors shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Beneficiary's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Deed of Trust or Beneficiary's security interest. Grantors may cure such a default and reinstate, as provided for in the Default provision of this Deed of Trust, by causing the action or proceeding to be dismissed with a ruling that, in Beneficiary's good faith determination, precludes forfeiture of the Grantors' interest in the Property or other material impairment of the lien created by this Deed of Trust or Beneficiary's security interest. Grantors shall also be in default and may be held personally liable for debt evidenced by the Disclosure Statement, Note and Security Agreement if Grantors obtained the extension of credit by actual fraud.



NINFA RODRIGUEZ

**B. Beneficiary's Rights:**

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the Note are used to pay any debts secured by prior liens on the Property, Beneficiary is subrogated to all the rights and liens of the holders of any debt so paid.
3. If Grantors fail to perform any of Grantors' duties or obligations, Beneficiary may perform those obligations and be reimbursed by Grantors on demand at the place where the Note is payable for any sums so paid, plus interest on those sums from the dates of payment at the rate of interest stated in the Note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this Deed of Trust.

**C. Default:**

1. Grantors will be in default if any party obligated on the Note fails to make payment when due or if a breach occurs under the terms of this Deed of Trust or any other document executed for the purpose of securing the Note.
2. In the event of default, if the default continues after Beneficiary gives Grantors notice of the default and the time within which it must be cured as may be required by law or written agreement, but, except as such notices may be required under applicable law, without any notice, demand, presentment, notice of nonpayment or nonperformance, protest, notice of protest, notice of intent to accelerate, notice of acceleration, or any other notice or any other action, all of which are hereby waived by Grantors, Beneficiary may declare the unpaid principal balance and earned interest on the Note and any other amounts payable hereunder immediately due and payable, and upon such declaration, the entire unpaid principal balance and earned interest on the Note and any other amounts payable hereunder shall be immediately due and payable. Grantors will never be charged any unearned interest.
3. If Grantors do not cure any default, after such default, failure to cure, and acceleration of the Note, Beneficiary may request the Trustee to petition a court of competent jurisdiction to issue an order of foreclosure. The Trustee hereunder shall be required to comply with all applicable statutes and the court order concerning any foreclosure sale, including the notice of sale, time, terms, and place of sale description of the Property to be sold pursuant to the court order.
4. If the Property is sold, the Trustee shall make and deliver a deed to the Property sold that conveys absolute title to the purchaser, and shall pay to Beneficiary, to the extent allowed by law, all moneys advanced by Beneficiary pursuant to the Note, plus earned interest. Beneficiary may purchase the Property.
5. Beneficiary's acceptance of any sum in payment or partial payment on the Note after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Beneficiary's rights. By not exercising any remedy in the event of Grantors' default Beneficiary does not waive Beneficiary's right to subsequently consider the event a default if it happens again.

**D. Beneficiary's Right:**

All agreements between Beneficiary and Grantors are hereby expressly limited so that in no event shall any agreement between Beneficiary and Grantors, or between either of them and any third party, be construed not to allow Beneficiary a reasonable time to comply with Beneficiary's obligations under the Extension of Credit. Grantors understand that the Extension of Credit is being made on the condition that Beneficiary shall have a reasonable time to comply with any of the provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. As a precondition to taking any action promised on failure of Beneficiary to comply, Grantors will advise Beneficiary of the noncompliance by written notice and will give Beneficiary a reasonable time to comply. Grantors will cooperate in reasonable efforts to effectuate any compliance. Only after Beneficiary has received said notice, has had a reasonable time to comply, and has failed to comply, shall all principal and interest be forfeited, as required by Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution in connection with failure by the Beneficiary to comply with its obligations under this Extension of Credit.

In the event that, for any reason whatsoever, any obligation of Grantors or of Beneficiary pursuant to the terms or requirements hereof or of any other loan document shall be construed to violate any of the provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution, then any such obligation shall be subject to the provisions of this paragraph, and such document shall be automatically reformed, without the necessity of the execution of any amendment or new document, so that Grantors' or Beneficiary's obligations shall be modified to conform to the Texas Constitution, and in no event shall Grantors or Beneficiary be obligated to perform any act, or be bound by any requirement which would conflict therewith.

All agreements between Beneficiary and Grantors are expressly limited so that any interest, loan charge or fee collected or to be collected (other than by payment of interest) from Grantors, any owner or the spouse of any owner of the Property in connection with the origination, evaluation, maintenance, recording, insuring or servicing of the Extension of Credit shall not exceed, in the aggregate, the highest amount allowed by applicable law.

If a law, which applies to this loan and which sets maximum interest, loan charges or fees is finally interpreted so that the interest, loan charges or fees that the Beneficiary has collected or is entitled to collect in connection with this loan exceed the permitted limits, or a determination is made at any time by Beneficiary that interest, loan charges or fees that the Beneficiary has collected or is entitled to collect in connection with this loan exceed the permitted limit, then: (i) any such interest, loan charges or fees shall be reduced by the amount necessary to reduce the interest, loan charges or fees to the permitted limit; and (ii) any sums already collected from Grantors which exceeded permitted limits will be refunded to Grantors. The Beneficiary may choose to make this refund by reducing the principal Grantors owe under the Note or by making a direct payment to Grantors. If a refund reduces principal, the reduction will be treated as a partial prepayment. Grantors' acceptance of any such refund will constitute a waiver of any right of action Grantors might have arising out of such overcharge.



NINFA RODRIGUEZ

It is the express intention of the Beneficiary and Grantors to structure this Extension of Credit to conform to the provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation or provision of the Disclosure Statement, Note or Security Agreement or any other loan document involving this Extension of Credit transcends the limit of validity prescribed by applicable law, then any promise, payment, obligation or provision shall be reduced to the limit of such validity, or eliminated as a requirement if necessary for compliance with such law, and such document shall be automatically reformed without the necessity of the execution of any new amendment or new document.

Beneficiary's right-to-comply as provided in this paragraph shall survive the payoff of the Extension of Credit. The provision of this paragraph shall supersede any inconsistent provision of the Disclosure Statement, Note or Security Agreement.

The extension of credit evidenced by this Note and Deed of Trust securing it is without recourse for personal liability against Borrower (owner) and Borrower's (owner's) spouse, unless Borrower or Borrower's spouse obtained the extension of credit by actual fraud.

E. General Provisions:

1. When the context requires, singular nouns and pronouns include the plural and vice versa.
2. Within a reasonable time after termination and full payment of the extension of credit secured by this Deed of Trust, Beneficiary will cancel and return the Note to the owner of the homestead subject to this Deed of Trust and will give the owner, in recordable form, a release of the lien securing the extension of credit or a copy of an endorsement and assignment of the lien to a lender that is refinancing the extension of credit.
3. The Lender, Beneficiary, or any holder of the Note for the extension of credit secured by this Deed of Trust shall forfeit all principal and interest of the extension of credit if the Lender, Beneficiary, or holder fails to comply with the Lender's, Beneficiary's, or holder's obligation under the extension of credit within a reasonable time after the Lender, Beneficiary, or holder is notified by the borrower (Grantors) of the Lender's, Beneficiary's, or holder's failure to comply.
4. This Deed of Trust shall bind, inure to the benefit of, and may be exercised by successors in interest of all parties.

**THIS DEED OF TRUST SECURES AN EXTENSION OF THE TYPE OF CREDIT DEFINED BY SECTION 50(a)(6),  
ARTICLE XVI, TEXAS CONSTITUTION.**

**THIS CONTRACT IS SUBJECT TO REGULATION BY THE OFFICE OF CONSUMER CREDIT COMMISSIONER,  
2601 NORTH LAMAR, AUSTIN, TEXAS 78705-4207. (512) 936-7600 OR 1-800-538-1579.**

**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, with a copy to P. O. Box 17170, Baltimore, MD 21203, of any default under the superior encumbrance and of any sale or other foreclosure action.

By signing, Grantors agree to the terms, conditions, and covenants contained in this Deed of Trust and in any attachments, and acknowledge receipt of a copy of this Deed of Trust.

*Ninfa Rodriguez*  
NINFA RODRIGUEZ  
(Signature)

11-25-05  
Date

(Signature)

Date

**ACKNOWLEDGEMENT**

STATE OF TEXAS \*  
COUNTY OF *Hidalgo* \*

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared *Ninfa Rodriguez* and

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this *25th* day of *November* *2005*.

Seal



*Oralia Bratley*  
Notary Public for the State of Texas

My Commission expires *2/19/2007*

Mailing address of Trustee:  
M VELA

509 W HIGHWAY 83  
WESLACO TX 78596

Mailing address of Beneficiary:  
CITIFINANCIAL, INC.

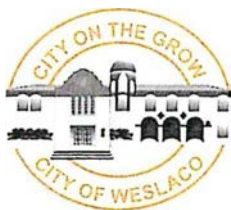
509 W HIGHWAY 83  
WESLACO TX 78596

AFTER RECORDING RETURN TO: TransUnion Settlement Solutions  
5300 Brandywine Pkwy., Suite 100  
Wilmington, DE 19803  
V. --- 78596

Filed for Record in:  
Hidalgo County  
by Eddy Trevino  
County Clerk  
On: Dec 06/2005 at 10:01A  
As a Recording  
Document Number: 1552417  
Total Fees: 32.00  
Receipt Number - 725276  
By: Imelda Leal, Deputy

December 7, 2021





## Board of Adjustments & Appeals- Zoning Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                  |                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| <b>Date of Meeting:</b><br>December 7, 2021                                                                                                                                                                                                                                                                                                                      | <b>Agenda Item No.</b> (to be assigned by PCE):<br>IV. C |
| <b>From:</b><br>Rolando Maldonado, Code Enforcement Officer, on behalf of City of Weslaco                                                                                                                                                                                                                                                                        |                                                          |
| <b>Subject/Agenda Item:</b><br>To discuss the following unoccupied building on premises to determine if they have become dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225 |                                                          |
| <b>Discussion/Overview:</b><br>The Code Enforcement is requesting for the structure either be repaired to current building codes or demolished<br><br>Legal Description: 300 Bluebonnet being Expressway Heights Blk 3 Lot 3, 4, & 5, City of Weslaco, Hidalgo County, Texas.<br><br>Recorded Owner: Adela Vasquez                                               |                                                          |
| <b>Staff recommendation for Commission's Action:</b><br>Staff recommends compliance with the ordinance.                                                                                                                                                                                                                                                          |                                                          |
| <b>Attachments, (if any):</b><br>Supporting Documents.                                                                                                                                                                                                                                                                                                           |                                                          |
| <b>Responsibilities upon Commission's Action:</b> Staff will advise owner.                                                                                                                                                                                                                                                                                       |                                                          |

STATE OF TEXAS  
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, Building Inspector in and for the City of Weslaco, Hidalgo County, Texas, on this day personally appeared Mr. Rolando Maldonado after being by me; duly sworn upon his oath deposes and says:

My name is Mr. Rolando Maldonado and I am 58 years old and my date of birth is July 2, 1963. I work at the City of Weslaco Code Enforcement Department in Weslaco, Texas and I can be reached at phone number ( 956 ) 684-7184.

I want to say that I gave the following statement to Kayla Arevalo of the Planning & Code Enforcement Department on December 1, 2021.

On November 18, 2021, I posted notice of Public Hearings for the Board of Adjustments and Appeals of Building and the City Commission at 300 Blue Bonnet Ave Weslaco, Texas.

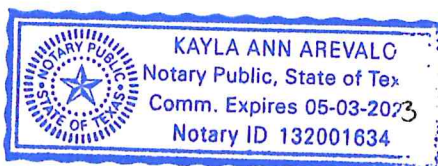
The above statement is true and correct to the best of my knowledge and recollection and I give it of my own free will.

Rolando Maldonado

AFFIANT

NOTARY

SWORN AND SUBSCRIBED before me, this 1<sup>st</sup> day of Dec 2021 and that the above facts are true and correct to the best of her knowledge.



Kayla Arevalo

(Notary's Official Signature)

5/3/23

(Commission Expires)

Under the Authority of the Texas Government Code, chapter 602.002, a notary public engaged in the performance of the notary's duty.



## AFFIDAVIT

### STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, Building Inspector in and for the City of Weslaco, Hidalgo County, Texas, on this day personally appeared Mr. Rolando Maldonado after being by me; duly sworn upon his oath deposes and says:

My name is Mr. Rolando Maldonado and I am 57 years old and my date of birth is July 2, 1963. I work at the City of Weslaco Code Enforcement Department in Weslaco, Texas and I can be reached at phone number (956) 684-7184.

I want to say that I gave the following statement to Rebekah de la Fuente of the Planning & Code Enforcement Department on March 1, 2021.

On December 15, 2020, I posted the Final Decision of the City Commission, to condemn Building at 117 Zamora St. Weslaco, Texas.

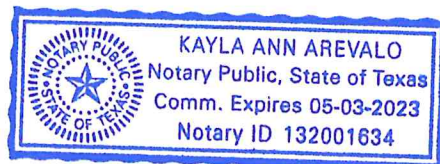
The above statement is true and correct to the best of my knowledge and recollection and I give it of my own free will.

Rolando Maldonado

AFFIANT

### NOTARY

**SWORN AND SUBSCRIBED** before me, this 1<sup>st</sup> day of Dec 2021 and that the above facts are true and correct to the best of her knowledge.



Kayla Arevalo  
(Notary's Official Signature)

5/3/23  
(Commission Expires)

Under the Authority of the Texas Government Code, chapter 602.002, a notary public engaged in the performance of the notary's duty.

# City of Weslaco

*"The City on the Grow"*



David Suarez, Mayor  
Leo Muñoz, Mayor Pro-Tem, District 1  
Greg Kerr, Commissioner, District 2  
Jose "J.P." Rodriguez, Commissioner, District 3  
Adrian Farias, Commissioner, District 4  
Letty Lopez, Commissioner, District 5  
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

August 31, 2021

Adela Vasquez

300 Bluebonnet Ave

Weslaco, Texas 78596

**RE: Dilapidated Structure at 300 Bluebonnet Ave, Weslaco, Texas**

**Legally described as being; Expressway Heights Blk 3 Lots 3,4 &5**

Dear Mrs. Adela Vasquez

Please be advised that the City's Planning and Code Enforcement Department believes the main structure at the above address is in violation of **Weslaco, Texas Code of Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec. 26-225** because it is dilapidated, substandard, or it has become unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco. Staff has completed inspections of the structure and property and expects to recommend to the City Commission in the near future that the structure either be repaired to current building codes or demolished by the owner.

The staff recommendation regarding your property will be made at a Public Hearing. As required by ordinance, we will attempt to notify you by certified mail with return receipt requested, and by publishing notice in The Monitor newspaper advising of the date and time of the Public Hearing. You will have the opportunity to address the City Commission regarding the property at this hearing.

At the Public Hearing, the City Commission is likely to order that the property be repaired to current building codes or demolished within 60 days as recommended by staff. It is important that you attend the public hearing, because you are allowed to voice your opinion on behalf of your property. Please note that any other citizen(s) present may voice their opinions as well.

The purpose of this letter is to provide you advance notice that staff expects to recommend that the structure(s) be repaired to current building codes or demolished so that you may have additional time to consider your options for the property prior to any further action by the Planning and Code Enforcement Department.

**IT IS VERY IMPORTANT THAT YOU CONTACT ME AS SOON AS POSSIBLE REGARDING THIS MATTER SO WE CAN KNOW THE ACTIONS YOU WILL TAKE REGARDING THIS PROPERTY. CONTACT ME AT (956) 447-3401 EXT # 3120 MON- FRI 8AM- 5PM**

Sincerely,

Rolando Maldonado

*Rolando Maldonado*  
Code Enforcement Officer



For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

## Certified Mail Fee

\$ \_\_\_\_\_  
 Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$ \_\_\_\_\_  
☐ Return Receipt (electronic) \$ \_\_\_\_\_  
☐ Certified Mail Restricted Delivery \$ \_\_\_\_\_  
☐ Adult Signature Required \$ \_\_\_\_\_  
☐ Adult Signature Restricted Delivery \$ \_\_\_\_\_

## Postage

\$ \_\_\_\_\_ Total Postage

\$ \_\_\_\_\_ Sent To

Street and Apt

City, State, Zip

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark  
Here

300 Bluebonnet Ave, Weslaco, Texas

11-18-2021

E OF PUBLIC HEARING

David Suarez, Mayor  
 Leo Muñoz, Mayor Pro-Tem, District 1  
 Greg Kerr, Commissioner, District 2  
 Jose "J.P." Rodriguez, Commissioner, District 3  
 Adrian Farias, Commissioner, District 4  
 Letty Lopez, Commissioner, District 5  
 Josh Pedraza, Commissioner, District 6

Andrew Munoz, Interim City Manager

Dear Adela Vasquez

Please be advised that the Code Enforcement Department for the City of Weslaco has determined that you are the legal owner(s) of the property and the building(s) located at 300 Bluebonnet Ave, legally described as being; **Expressway Heights Blk 3, Lots 3, 4 and 5 a Subdivision to the City of Weslaco, Hidalgo County, Texas, together with all improvements** and it finds that the building(s) does not meet the minimum standards for continued use and occupancy. The structure has been inspected and found to be dilapidated, substandard, unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco, placing it in violation of Weslaco, Texas Code of Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec. 26-225.

**On December 7, 2021, at 5:30 pm**, has been set as the date for a public hearing by the Board of Adjustments and Appeals of buildings at the Legislative Chambers located at 255 S. Kansas, Weslaco, Texas. In this hearing the Code Enforcement Inspector shall present evidence as to why the building does not meet the minimum standards for continued use and occupancy. On this date, you as the owner(s) of the above-mentioned property and building shall have an equal opportunity to present evidence in your defense. Members of the general public will also be given an opportunity to voice their opinion regarding the premise or building, the subject of this public hearing.

**On December 14, 2021, at 5:30 pm**, has been set as the date for a Public Hearing, the City Commission, depending on the evidence presented, may find that the building or premise is a public nuisance and may direct that the building or premise be either repaired or removed. **At no time will repairs or removal of the building or premise be required less than fifteen (15) days from the public hearing day or exceed more than sixty (60) days from the public hearing date.**

If the City Commission votes to remove or repair the building on your property and you do not comply within the time restraints set forth by the Commission, the City of Weslaco may cause the demolition of the building on your property and all the costs and expenses incurred, including administrative costs will be charged to you against the property. A lien will be placed on property in the amount of all expenses and charges incurred.

If you have any questions or comments regarding this notice, please call me at (956) 447-3401 Ext. # 3120.

Sincerely,

Code Enforcement Inspector

CC: C/E files

## HOUSING INSPECTION CHECKLIST

| GENERAL INFORMATION                                        |                 |                  |                                                                                                                                                                                  |  |
|------------------------------------------------------------|-----------------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| ADDRESS OF INSPECTED UNIT<br><b>300 (2-story building)</b> |                 |                  | HOUSING TYPE                                                                                                                                                                     |  |
| STREET<br><b>Bluebonnet</b>                                | CITY<br>Weslaco |                  | <input checked="" type="checkbox"/> Single Family<br><input checked="" type="checkbox"/> Duplex Dwelling<br><input type="checkbox"/> Apartment<br><input type="checkbox"/> Other |  |
| COUNTY<br>Hidalgo                                          | STATE<br>TX     | ZIP<br>78596     |                                                                                                                                                                                  |  |
| NAME OF OWNER OR AGENCY AUTHORIZED TO LEASE UNIT INSPECTED |                 |                  | PHONE NO.                                                                                                                                                                        |  |
| ITEM NO. 1. LIVING ROOM                                    |                 | COMMENT          | INITIAL ASSESSMENT                                                                                                                                                               |  |
| 1.1 ELECTRICITY                                            |                 | wiring removal   | 7                                                                                                                                                                                |  |
| 1.2 WINDOW CONDITION                                       |                 | single pane      | 7                                                                                                                                                                                |  |
| 1.3 CEILING CONDITION                                      |                 |                  | 5                                                                                                                                                                                |  |
| 1.4 WALL CONDITION                                         |                 | home vandalized  | 5                                                                                                                                                                                |  |
| 1.5 FLOOR CONDITION                                        |                 | concrete sounder | 5                                                                                                                                                                                |  |
| ITEM NO. 2. KITCHEN                                        |                 | COMMENT          | INITIAL ASSESSMENT                                                                                                                                                               |  |
| 2.1 ELECTRICITY                                            |                 | wiring removal   | 7                                                                                                                                                                                |  |
| 2.2 WINDOW CONDITION                                       |                 |                  | 7                                                                                                                                                                                |  |
| 2.3 CEILING CONDITION                                      |                 |                  | 4                                                                                                                                                                                |  |
| 2.4 WALL CONDITION                                         |                 |                  | 4                                                                                                                                                                                |  |
| 2.5 FLOOR CONDITION                                        |                 |                  | 4                                                                                                                                                                                |  |
| ITEM NO. 3. BATHROOM                                       |                 | COMMENT          | INITIAL ASSESSMENT                                                                                                                                                               |  |
| 3.1 ELECTRICITY                                            |                 |                  | 7                                                                                                                                                                                |  |
| 3.2 WINDOW CONDITION                                       |                 |                  | 7                                                                                                                                                                                |  |
| 3.3 CEILING CONDITION                                      |                 | no ceiling       | 7                                                                                                                                                                                |  |
| 4 WALL CONDITION                                           |                 |                  | 4                                                                                                                                                                                |  |
| FLOOR CONDITION                                            |                 |                  | 4                                                                                                                                                                                |  |
| FLUSH TOILET IN ENCLOSED ROOM IN UNIT                      |                 |                  | 4                                                                                                                                                                                |  |
| FIXED WASH BASIN IN BATHROOM IN UNIT                       |                 |                  | 4                                                                                                                                                                                |  |
| TUB OR SHOWER IN UNIT                                      |                 |                  | 4                                                                                                                                                                                |  |
| VENTILATION                                                |                 |                  | 7                                                                                                                                                                                |  |



300

| ITEM NO. 4. OTHER ROOMS USED<br>FOR LIVING & HALLS | COMMENT                 | INITIAL<br>ASSESSMENT |
|----------------------------------------------------|-------------------------|-----------------------|
| 4.1 ELECTRICITY/ILLUMINATION                       |                         | 7                     |
| 4.2 WINDOW CONDITION                               |                         | 7                     |
| 4.3 CEILING CONDITION                              |                         | 4                     |
| 4.4 WALL CONDITION                                 | van 241224              | 4                     |
| 4.5 FLOOR CONDITION                                |                         | 4                     |
| ITEM NO. 5. ROOM CODE* AND<br>ROOM LOCATION        | COMMENT                 | INITIAL<br>ASSESSMENT |
| 5.1 ELECTRICITY/ILLUMINATION                       |                         | 7                     |
| 5.2 WINDOW CONDITION                               |                         | 7                     |
| 5.3 CEILING CONDITION                              |                         | 4                     |
| 5.4 WALL CONDITION                                 |                         | 4                     |
| 5.5 FLOOR CONDITION                                |                         | 4                     |
| ITEM NO. 6. BUILDING EXTERIOR                      | COMMENT                 | INITIAL<br>ASSESSMENT |
| 6.1 CONDITION OF FOUNDATION                        |                         | 4                     |
| 6.2 CONDITION OF STAIRS, RAILS<br>AND PORCHES      | stairs falling w/ paint | 7                     |
| 6.3 CONDITION OF ROOF AND<br>GUTTERS               |                         | 4                     |
| 6.4 CONDITION OF EXTERIOR<br>SURFACES              | black walls & sides     | 4                     |
| 6.5 LEAD PAINT: EXT. SURFACES                      |                         | 7                     |
| ITEM NO. 7. HEATING & PLUMBING                     | COMMENT                 | INITIAL<br>ASSESSMENT |
| 7.1 ADEQUACY OF HEATING EQUIP                      |                         | 7                     |
| 7.2 SAFETY OF HEATING EQUIP.                       |                         | 7                     |
| 7.3 VENTILATION/COOLING                            |                         | 7                     |
| 7.4 WATER HEATER                                   |                         | 7                     |
| 7.5 APPROVABLE WATER SUPPLY                        |                         | 7                     |
| 7.6 PLUMBING                                       |                         | 7                     |
| 7.7 SEWER CONNECTION                               |                         | 7                     |

300

### INSPECTION SUMMARY (OPTIONAL)

| ITEM NO. | REASON FOR COMMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | Structure was found to be in a condition of neglect by owners. As the housing report indicates several areas are considered to be in severe dilapidation. Homeowners would have to provide a plan of remodeling to bring structure into compliance. All elements of electrical and plumbing are in decay and disrepair. It is in this inspectors opinion that the structure is in such dilapidated state that plan for reconstruction or remodeling would have to be developed to bring this structure into compliance. |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          | NO Improvements have been done since last inspection (4/18/2012)                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

RECOMMENDATION: REPAIR \_\_\_\_\_ DEMOLISH ☒ VACATE \_\_\_\_\_

#### \*INTERPRETATION OF NUMERIC SCALE

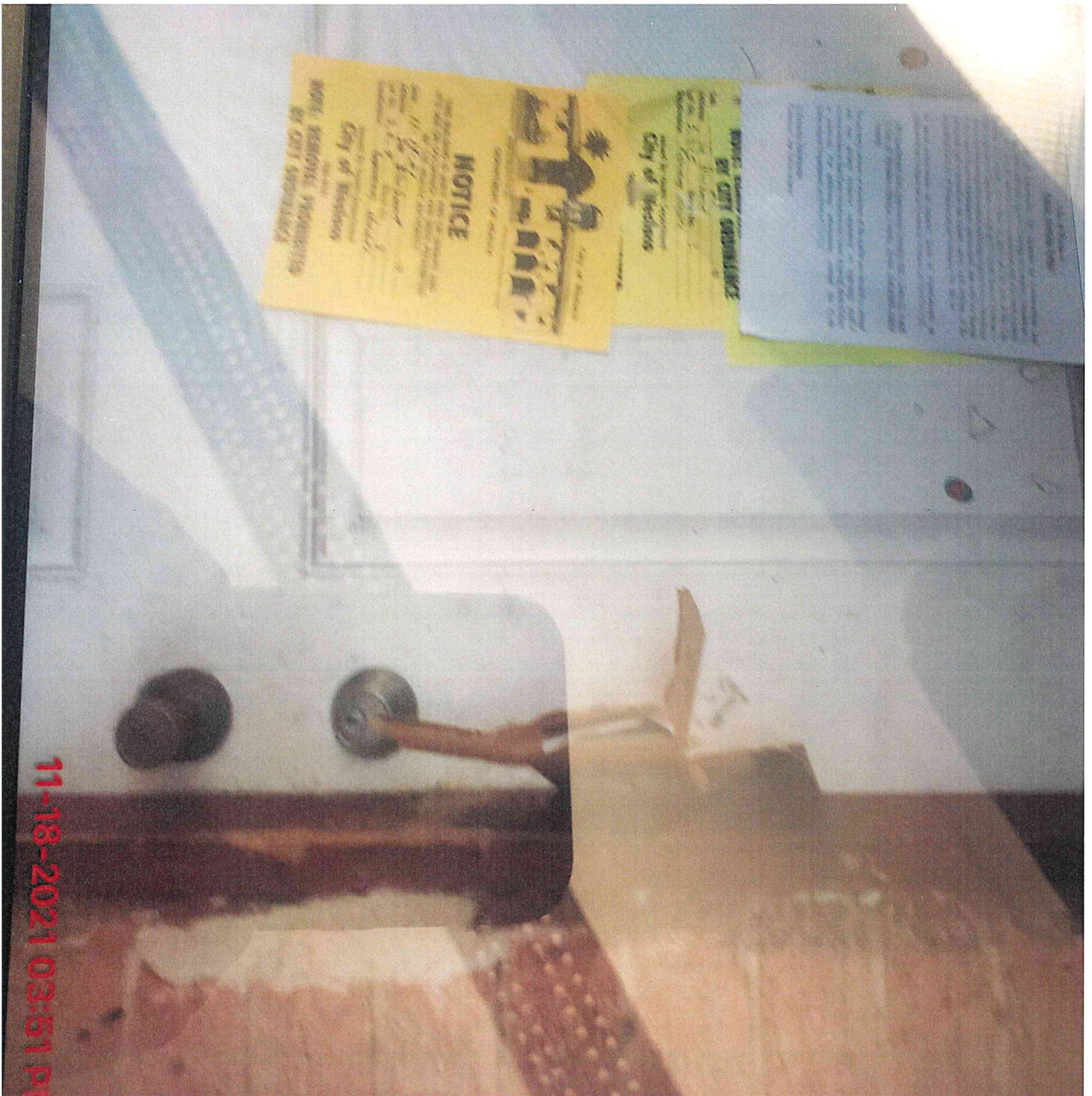
- 1 = Newly constructed
- 2 = Good condition requiring no repairs
- 3 = Standard condition requiring minor maintenance repair from normal seasonal wear
- 4 = Substandard condition requiring major maintenance repair from an accumulation of seasonal wear, and abnormal wear from abusive treatment and neglect
- 5 = Deteriorating condition requiring major structural repair resulting from a period of substandard conditions; considered a health hazard
- 6 = Dilapidated condition requiring more than 50% structural replacement
- 7 = Severe dilapidated condition that would require immediate attention

INSPECTED BY

DATE

5/5/2021





11-18-2021 03:51 PM

300 Blueberr  
11-18-21























**WESLACO FIRE MARSHAL'S OFFICE**  
**255 S. KANSAS**  
**WESLACO, TEXAS 78596**  
**(956) 447-1990 FAX (956) 969-4921**

**DILAPIDATED STRUCTURE INSPECTION REPORT**

DATE: 4/21/21 X INSPECTION        REINSPECTION  
FACILITY NAME: Abandoned Residence  
PHYSICAL & MAILING ADDRESS: 300 Bluebonnet Weslaco, TX 78596  
PHONE #:                                  OWNER/MANAGER:                                 

TYPE OF INSPECTION: COMPLAINT OCCUPANCY CLASS: RESIDENCE

|   |    |                              |
|---|----|------------------------------|
|   | 1  | Deteriorated interior walls  |
| X | 2  | Deteriorated roof            |
| X | 3  | Vegetation overgrowth        |
| X | 4  | Unsecured doors              |
|   | 5  | Unsecured windows            |
|   | 6  | Debris inside                |
| X | 7  | Debris outside               |
|   | 8  | Exposed electrical wiring    |
|   | 9  | Broken or missing windows    |
| X | 10 | Broken or missing door       |
|   | 11 | Signs or feces               |
|   | 12 | Signs of transients/vagrants |

|  |    |                                         |
|--|----|-----------------------------------------|
|  | 13 | Sheetrock walls exposed                 |
|  | 14 | Sheetrock ceiling exposed               |
|  | 15 | Signs of roof leaking                   |
|  | 16 | Broken and/or uneven floors             |
|  | 17 | Animals (dogs, cats, mice, etc.) inside |
|  | 18 | Severe fire damage                      |
|  | 19 | Roof collapsed and/or exposed           |
|  | 20 | Graffiti                                |
|  | 21 | Broken/cracked exterior walls           |
|  | 22 | Other:                                  |
|  | 23 | Other:                                  |
|  | 24 | Other:                                  |

**NOTE: THESE CONDITIONS CONSTITUTE A FIRE HAZARD.**

       COMPLIES WITHIN CODE TODAY   x   DOES NOT COMPLY AT THIS TIME        WILL REINSPECT BY:                                 

                                                  
OWNER/OCCUPANT

Asst. Fire Marshal Mike Swinnea  
FIRE MARSHAL/FIRE INSPECTOR

SUCH CONDITIONS ARE VIOLATIONS OF EITHER CITY OR STATE FIRE PREVENTION REGULATIONS. PLEASE CORRECT HAZARD(S) AND HELP PREVENT FIRES. NON-COMPLIANCE IS SUBJECT TO PENALTIES UNDER CITY & STATE REGULATIONS.

# LAND INVESTIGATION SERVICES

P.O. Box 530211  
Harlingen, Texas 78550

(956)467-6674 Mobile  
rgvreports@gmail.com

**Location:** 300 Bluebonnet Ave.

**Property ID:** 172821

**Taxpayer Name:** Vasquez Adela  
300 BlueBonnet St.  
Weslaco, Tx. 78599-3516

## TITLE REPORT

**CERTIFICATION DATE:** August 24, 2021

### LEGAL DESCRIPTION:

Lots 3, 4 and 5, Block 3, EXPRESSWAY HEIGHTS UNIT 1, SUBDIVISION, city of Weslaco, Hidalgo County, Texas, according to map or plat thereof recorded in Volume 14 Page 24, Map Records, Hidalgo County, Texas. **SUBJECT TO:** Subdivision regulations of the county of Hidalgo and/or Ordinances or governmental regulation of the City in which the property may be located or holding extra-territorial jurisdiction of said property.

**RECORD OWNER:** Manuel Vasquez and wife, Adela Vasquez

### TITLE VIA:

Warranty With Vendor's Lien from Joaquin R. Luna and wife, Concepcion G. Luna, filed for record April 16, 1974, in Volume 1403 Page 57, Deed Records, Hidalgo County, Texas.

**NOTE:** Manuel Vasquez died February 15, 1996, as per Affidavit of Heirships And Declaration Of Homestead filed for record under county clerks document numbers 859705 and 865768, Official Records, Hidalgo County, Texas. Decedent was married only once during his lifetime to Adela Vasquez, and had five children: Maria De Los Angeles V. Pineda, Carlos Vasquez, Irma V. Rincon, Marina Vasquez and Jorge Vasquez.

**LIENS:** None on record.

**ABSTRACT OF JUDGMENTS:** None on record

**CIVIL RECORDINGS:** None on record.

**NOTICE: THE INFORMATION CONTAINED HEREIN DOES NOT IMPLY WARRANTY OF TITLE, NOR DOES IT REFLECT INVESTIGATION OF PROPERTY TAXES. LIABILITY SHALL BE LIMITED TO THE AMOUNT OF THE TITLE REPORT FEE.**

  
\_\_\_\_\_  
Joe Ruiz/Owner

December 7, 2021



**SURVEY PLAT SHOWING THE  
EXPRESSWAY HEIGHTS SUBDIVISION**

BEING A SUBDIVISION OF THE NORTH 1946 ACRES  
OF  
FARM TRACT 146, BLOCK 179, WEST TRACT SUBDIVISION,  
LLANO GRANDE GRANT, HIDALGO COUNTY TEXAS.

STATE OF TEXAS:  
COUNTY OF HIDALGO:

I, William F. Reeves, Civil Engineer, do hereby certify that the  
above is a true and correct plat of the EXPRESSWAY  
HEIGHTS SUBDIVISION as prepared by me from surveys

made by me upon the ground.  
WITNESS MY HAND AND SEAL this 22 day of October,

A. D. 1962

*William F. Reeves*  
William F. Reeves, Civil Engineer  
LICENSE NUMBER 8816.

SUBSCRIBED AND SWORN TO BEFORE ME by the said  
William F. Reeves, on this 22 day of October AD 1962.

*David W. Reeves*  
NOTARY PUBLIC IN AND FOR HIDALGO  
COUNTY, TEXAS.



*William F. Reeves*

*William F. Reeves*  
11-20-62

STATE OF TEXAS:  
COUNTY OF HIDALGO:  
WE, MCGINNIS, and L. OLIVAREZ, owners of the property herein described,  
do hereby adopt, dedicate and confirm the foregoing plat, and do hereby  
dedicate to the public the streets and alleys as herein shown.

*M. McGinnis*  
M. McGinnis  
Owners

SUBSCRIBED AND SWORN TO BEFORE ME the undersigned authority,  
on this 22 day of October, A.D. 1962.

*David W. Reeves*  
NOTARY PUBLIC IN AND FOR HIDALGO  
COUNTY, TEXAS.

Filed 10-22-62

THIS PLAT APPROVED BY WESLACO ZONING AND PLANNING BOARD  
The day of A.D. 19

CHAIRMAN

THIS PLAT APPROVED BY THE CITY COMMISSION OF THE CITY  
OF WESLACO TEXAS The day of A.D. 1962.

ATTEST  
V. C. THOMPSON, City Secretary.

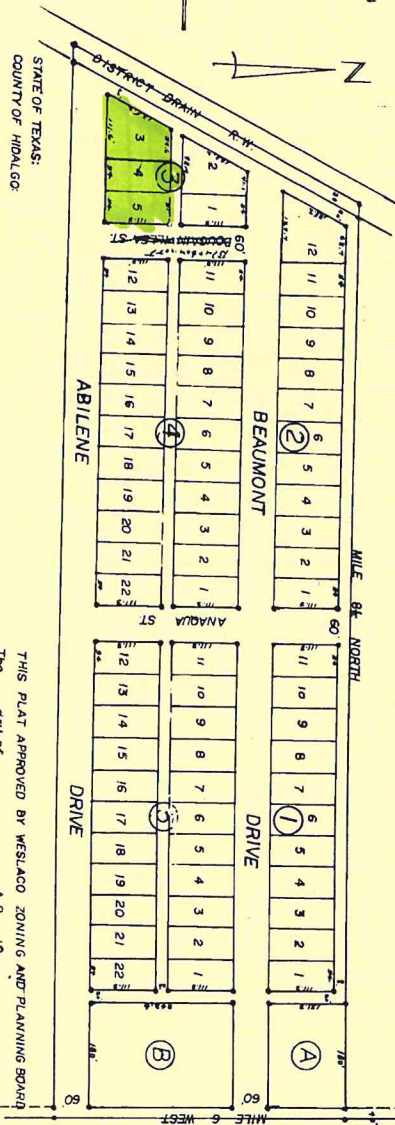
*William F. Reeves*  
WILLIAM MARTIN, MAYOR OF  
the City of Weslaco Texas.

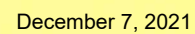
THIS PLAT APPROVED BY THE COMMISSIONER'S COURT OF HIDALGO COUNTY,  
TEXAS the 20 day of November, A.D. 1962.

APPROVED FOR RECORDING

COUNTY JUDGE

COMMISSIONER'S COURT  
November 2, 1962  
Weslaco, Texas  
David W. Reeves







# Hidalgo CAD

Property Search > 172821 VASQUEZ ADELA for Year 2021 Tax Year: 2021

## Property

### Account

Property ID: 172821 Legal Description: EXPRESSWAY HEIGHTS BLK 3 LOTS 3, 4 & 5  
Geographic ID: E8500-00-003-0003-00 Zoning: RS  
Type: Real Agent Code:  
Property Use Code:  
Property Use Description:

### Location

Address: 300 BLUEBONNET AVE Mapsco:  
WESLACO, TX  
Neighborhood: EXPRESSWAY HEIGHTS (2, UT3) Map ID: CWL VOL 14 PG 24  
Neighborhood CD: E850000

### Owner

Name: VASQUEZ ADELA Owner ID: 429198  
Mailing Address: 300 BLUEBONNET ST % Ownership: 100.000000000000%  
WESLACO, TX 78599-3916  
Exemptions: HS, OTHER

## Values

(+) Improvement Homesite Value: + \$16,496  
(+) Improvement Non-Homesite Value: + \$21,976  
(+) Land Homesite Value: + \$63,618  
(+) Land Non-Homesite Value: + \$0 Ag / Timber Use Value  
(+) Agricultural Market Valuation: + \$0 \$0  
(+) Timber Market Valuation: + \$0 \$0

(=) Market Value: = \$102,090  
(-) Ag or Timber Use Value Reduction: - \$0

(=) Appraised Value: = \$102,090  
(-) HS Cap: - \$0

(=) Assessed Value: = \$102,090

## Taxing Jurisdiction

Owner: VASQUEZ ADELA  
% Ownership: 100.000000000000%  
Total Value: \$102,090

| Entity | Description        | Tax Rate | Appraised Value | Taxable Value | Estimated Tax | Tax Ceiling |
|--------|--------------------|----------|-----------------|---------------|---------------|-------------|
| CAD    | APPRAISAL DISTRICT | 0.000000 | \$102,090       | \$102,090     | \$0.00        |             |
| CWL    | CITY OF WESLACO    | 0.696700 | \$102,090       | \$92,090      | \$62.43       | \$409.32    |

|                             |                      |          |           |           |            |          |
|-----------------------------|----------------------|----------|-----------|-----------|------------|----------|
| DR1                         | DRAINAGE DISTRICT #1 | 0.102600 | \$102,090 | \$102,090 | \$104.74   |          |
| GHD                         | HIDALGO COUNTY       | 0.575000 | \$102,090 | \$87,090  | \$434.07   | \$307.71 |
| JCC                         | SOUTH TEXAS COLLEGE  | 0.171800 | \$102,090 | \$102,090 | \$142.63   | \$104.88 |
| R02                         | ROAD DIST 02         | 0.000000 | \$102,090 | \$102,090 | \$0.00     |          |
| SST                         | SOUTH TEXAS SCHOOL   | 0.049200 | \$102,090 | \$102,090 | \$50.23    |          |
| SWL                         | WESLACO ISD          | 1.018900 | \$102,090 | \$67,090  | \$617.40   | \$393.49 |
| Total Tax Rate:             |                      | 2.614200 |           |           |            |          |
| Taxes w/Current Exemptions: |                      |          |           |           | \$1,911.50 |          |
| Taxes w/o Exemptions:       |                      |          |           |           | \$2,668.84 |          |

## Improvement / Building

|                        |             |                    |    |                     |            |                        |
|------------------------|-------------|--------------------|----|---------------------|------------|------------------------|
| <b>Improvement #1:</b> | RESIDENTIAL | <b>State Code:</b> | A1 | <b>Living Area:</b> | 792.0 sqft | <b>Value:</b> \$16,496 |
|------------------------|-------------|--------------------|----|---------------------|------------|------------------------|

| Type | Description     | Class CD  | Exterior Wall | Year Built | SQFT  |
|------|-----------------|-----------|---------------|------------|-------|
| MA   | MAIN AREA       | BRKFA - 3 | DBRK          | 1984       | 792.0 |
| POR  | PORCH (COVERED) | *         |               | 1984       | 108.0 |

|                        |             |                    |    |                     |             |                        |
|------------------------|-------------|--------------------|----|---------------------|-------------|------------------------|
| <b>Improvement #2:</b> | RESIDENTIAL | <b>State Code:</b> | A1 | <b>Living Area:</b> | 2400.0 sqft | <b>Value:</b> \$21,676 |
|------------------------|-------------|--------------------|----|---------------------|-------------|------------------------|

| Type | Description     | Class CD  | Exterior Wall | Year Built | SQFT   |
|------|-----------------|-----------|---------------|------------|--------|
| MA   | MAIN AREA       | CBKFA - 2 | DCBK          | 1984       | 1200.0 |
| POR  | PORCH (COVERED) | *         |               | 1984       | 152.0  |
| MA2  | MAIN 2ND FL     | CBKFA - 2 | DWD           | 1984       | 1200.0 |
| BAL  | BALCONY         | *         |               | 1984       | 152.0  |

|                        |             |                    |    |                     |            |                     |
|------------------------|-------------|--------------------|----|---------------------|------------|---------------------|
| <b>Improvement #3:</b> | RESIDENTIAL | <b>State Code:</b> | A1 | <b>Living Area:</b> | 600.0 sqft | <b>Value:</b> \$300 |
|------------------------|-------------|--------------------|----|---------------------|------------|---------------------|

| Type | Description | Class CD  | Exterior Wall | Year Built | SQFT  |
|------|-------------|-----------|---------------|------------|-------|
| MA   | MAIN AREA   | WDFFA - 1 | DWD           | 1949       | 600.0 |
| STG  | STORAGE     | * - *     |               | 1949       | 200.0 |

## Land

| # | Type | Description | Acres  | Sqft     | Eff Front | Eff Depth | Market Value | Prod. Value |
|---|------|-------------|--------|----------|-----------|-----------|--------------|-------------|
| 1 | L    | LOT         | 0.5596 | 24374.70 | 219.00    | 111.30    | \$63,618     | \$0         |

## Roll Value History

| Year | Improvements | Land Market | Ag Valuation | Appraised | HS Cap | Assessed  |
|------|--------------|-------------|--------------|-----------|--------|-----------|
| 2022 | \$38,472     | \$63,618    | 0            | 102,090   | \$0    | \$102,090 |
| 2021 | \$38,472     | \$63,618    | 0            | 102,090   | \$0    | \$102,090 |
| 2020 | \$32,049     | \$63,618    | 0            | 95,667    | \$0    | \$95,667  |
| 2019 | \$33,615     | \$63,618    | 0            | 97,233    | \$0    | \$97,233  |
| 2018 | \$33,798     | \$63,618    | 0            | 97,416    | \$0    | \$97,416  |
| 2017 | \$33,982     | \$63,618    | 0            | 97,600    | \$0    | \$97,600  |
| 2016 | \$43,436     | \$56,550    | 0            | 99,986    | \$0    | \$99,986  |
| 2015 | \$44,075     | \$56,550    | 0            | 100,625   | \$0    | \$100,625 |
| 2014 | \$56,666     | \$56,550    | 0            | 113,216   | \$0    | \$113,216 |
| 2013 | \$53,334     | \$56,550    | 0            | 109,884   | \$0    | \$109,884 |

December 7, 2021



|      |          |          |   |         |     |           |
|------|----------|----------|---|---------|-----|-----------|
| 2012 | \$54,041 | \$56,550 | 0 | 110,591 | \$0 | \$110,591 |
| 2011 | \$54,745 | \$56,550 | 0 | 111,295 | \$0 | \$111,295 |
| 2010 | \$55,915 | \$56,550 | 0 | 112,465 | \$0 | \$112,465 |
| 2009 | \$57,084 | \$56,549 | 0 | 113,633 | \$0 | \$113,633 |
| 2008 | \$59,644 | \$56,549 | 0 | 116,193 | \$0 | \$116,193 |

Questions Please Call (956) 381-8466.

**NOTICE**

Prepared by the State Bar of Texas for use by Lawyers only. 3-74-15M  
To select the proper form, fill in blank spaces, strike out form provisions or insert  
special terms constitutes the practice of law. No "standard form" can meet all  
requirements.

**WARRANTY DEED WITH VENDOR'S LIEN**

THE STATE OF TEXAS

COUNTY OF HIDALGO

8571

} KNOW ALL MEN BY THESE PRESENTS:

That We, JOAQUIN R. LUNA and wife, CONCEPCION G. LUNA,

of the County of Hidalgo and State of Texas for and

in consideration of the sum of TEN and No/100ths-----(\$10.00)-----DOLLARS

and other valuable consideration to the undersigned paid by the grantee s herein named, the receipt of  
which is hereby acknowledged, and the further consideration of the execution and delivery by grantees

of their one certain promissory note of even date herewith, in the principal sum of

ONE THOUSAND (\$1,000.00), payable to the order of grantors in monthly installments and

bearing no interest, containing the usual clauses providing for acceleration of maturity

and for attorney's fees,

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 FORREST L. JONES, Trustee,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto

MANUEL VASQUEZ and wife, ADELA VASQUEZ,

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

property in Hidalgo County, Texas, to-wit:

Lots Three (3), Four (4) and Five (5),  
Block Three (3), Expressway Heights Unit  
Number One (1), Hidalgo County, Texas.



TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said grantees, their heirs and assigns forever; and we do hereby bind ourselves, our heirs, 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.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by grantees.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk of Hidalgo County, Texas.

EXECUTED this 8th day of April, A. D. 19 74

*Joaquin R. Luna*  
JOAQUIN R. LUNA  
*Concepcion G. Luna*  
CONCEPCION G. LUNA

(Acknowledgment)

THE STATE OF TEXAS  
COUNTY OF HIDALGO }

Before me, the undersigned authority, on this day personally appeared

JOAQUIN R. LUNA and wife, CONCEPCION G. LUNA,

known to me to be the person s whose name s are subscribed to the foregoing instrument, and acknowledged to me that the y executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the

*Guy W. Jones, Jr.*  
day of April, A. D. 19 74 .  
Notary Public in and for Hidalgo County, Texas.

(Acknowledgment)

THE STATE OF TEXAS  
COUNTY OF }

Before me, the undersigned authority, on this day personally appeared

known to me to be the person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the foregoing instrument, and acknowledged to me that \_\_\_\_\_ he \_\_\_\_\_ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the

day of \_\_\_\_\_, A. D. 19

Notary Public in and for \_\_\_\_\_ County, Texas.

8571  
WARRANTY DEED  
WITH VENDOR'S LIEN

JOAQUIN R. LUNA, ET UX

TO

MANUEL VASQUEZ, ET UX

---

FILED FOR RECORD THIS DATE  
At 9:22 o'clock ... A.M.

APR 16 1974

SANTOS SALDANA  
County Clerk, Hidalgo County, Texas  
By [Signature] Deputy

---

PREPARED IN THE LAW OFFICE OF:

GUY W. JONES, JR.  
612 North Texas  
Weslaco, Texas

Chg. a.  
PLEASE RETURN TO:  
GUY W. JONES, JR.



THE STATE OF TEXAS                   0                   859705  
                                                 0                   AFFIDAVIT OF HEIRSHIP  
                                                 0                   AND DECLARATION OF HOMESTEAD  
COUNTY OF HIDALGO               0

BEFORE ME, a notary public in and for Hidalgo County, Texas, on this day personally appeared ADELA VASQUEZ, a resident of Hidalgo County, Texas, who being duly sworn, upon oath states:

1. My name is Adela Vasquez, 300 Bluebonnet Street, Weslaco, Texas 78596, and I am the surviving spouse of Manuel Vasquez, hereinafter referred to as "Decedent." I have personal knowledge of family facts involving the Decedent both prior and subsequent to Decedent's death.

2. Decedent died intestate on February 15, 1996 at Hidalgo County, Texas. No administration has been initiated since Decedent's death. At the time of death, Decedent resided and was domiciled at Hidalgo County, Texas.

3. At the time of Decedent's death, he owned the following property located in Hidalgo County, Texas:

SEPARATE PROPERTY:                               -           None.

COMMUNITY PROPERTY                           (owned jointly with Decedent's spouse,  
Adela Vasquez):

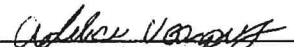
All of Lots Three (3), Four (4), and Five (5), Expressway Heights Subdivision Unit #1, Weslaco, Hidalgo County, Texas, together with improvements located thereon and furniture and appliances located therein.

4. Decedent was married only once during his lifetime. Decedent married affiant Adela Vasquez in 1954 and they were never divorced. Five and only five children were born to the marriage, as follows: Maria de los Angeles V. Pineda, Carlos Vasquez, Irma V. Rincon, Marina Vasquez and Jorge Vasquez.

5. No other children were born to or adopted by Decedent during his lifetime, and none were taken into the home for purposes of adoption.

6. Pursuant to §45(a), Texas Probate Code, all community property owned by Decedent upon his death passes to his surviving spouse, Affiant ADELA VASQUEZ.

7. Affiant further states that the property described above is her homestead, and that Affiant does not claim any other property as her homestead.

  
ADELA VASQUEZ, Affiant

.....

THE STATE OF TEXAS    ()

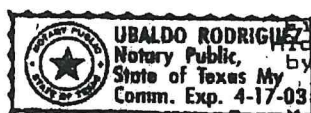
                              ()

ACKNOWLEDGEMENT AND JURAT

COUNTY OF HIDALGO    ()

This instrument was subscribed, sworn, and acknowledged before me on the 31st day of March, 2000, by ADELA VASQUEZ.

  
NOTARY PUBLIC, State of Texas



Filed for Record in:  
Hidalgo County  
Notary Public, by Juan D. Salinas III  
State of Texas My County Clerk  
Comm. Exp. 4-17-03

On: Mar 31, 2000 at 10:37A

As a  
Recording

Document Number: 859705  
Total Fees : 11.00

PREPARED IN THE LAW OFFICE OF TEXAS RURAL LEGAL AID, EDINBURG, TEXAS.  
By, Anna Smith



865768

THE STATE OF TEXAS           ()  
                                      ()  
                                      ()  
COUNTY OF HIDALGO           ()  
                                      ()  
                                      ()  
                                      ()

REVISED AFFIDAVIT OF HEIRSHIP AND  
DECLARATION OF HOMESTEAD

BEFORE ME, a notary public in and for Hidalgo County, Texas,  
on this day personally appeared ADELA VASQUEZ, a resident of  
Hidalgo County, Texas, who being duly sworn, upon oath states:

1. My name is Adela Vasquez, 300 Bluebonnet Street,  
Weslaco, Texas 78596, and I am the surviving spouse of Manuel  
Vasquez, hereinafter referred to as "Decedent." I have personal  
knowledge of family facts involving the Decedent both prior and  
subsequent to Decedent's death.

2. Decedent died intestate on February 15, 1996 at Hidalgo  
County, Texas. No administration has been initiated since  
Decedent's death. At the time of death, Decedent resided and was  
domiciled at Hidalgo County, Texas.

3. At the time of Decedent's death, he owned the following  
property located in Hidalgo County, Texas:

SEPARATE PROPERTY:                               -       None.

COMMUNITY PROPERTY (owned jointly with Decedent's  
spouse, Adela Vasquez):

All of Lots Three (3), Four (4), and Five (5),  
Block Three (3); Expressway Heights Subdivision  
Unit #1, Weslaco, Hidalgo County, Texas, together  
with improvements located thereon and furniture  
and appliances located therein.

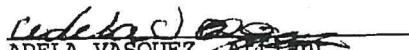
4. Decedent was married only once during his lifetime.  
Decedent married affiant Adela Vasquez in 1954 and they were  
never divorced. Five and only five children were born to the  
marriage, as follows: Maria de los Angeles V. Piñeda, Carlos  
Vasquez, Irma V. Rincon, Marina Vasquez and Jorge Vasquez.

5. No other children were born to or adopted by Decedent  
during his lifetime, and none were taken into the home for  
purposes of adoption.

6. Pursuant to §45(a), Texas Probate Code, all community  
property owned by Decedent upon his death passes to his surviving  
spouse, Affiant ADELA VASQUEZ.

7. Affiant further states that the property described above is her homestead, and that Affiant does not claim any other property as her homestead.

8. This affidavit was prepared and executed in order to correct the erroneous omission of the block number in the legal description of the previously filed affidavit (instrument number 859705, Official Records of Hidalgo County, Texas).

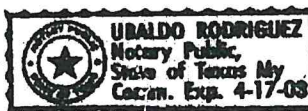
  
ADELA VASQUEZ, Affiant

THE STATE OF TEXAS   ()  
                                      ()  
COUNTY OF HIDALGO   ()

ACKNOWLEDGEMENT AND JURAT

This instrument was subscribed, sworn, and acknowledged before me on the 14<sup>th</sup> day of April, 2000, by ADELA VASQUEZ.

  
NOTARY PUBLIC, State of Texas



Filed for Record in:  
Hidalgo County  
by Juan D. Salinas III  
County Clerk

On: Apr 20, 2000 at 08:51A

As a  
Recording

Document Number: 865768  
Total Fees: 11.00

Receipt Number - 277527  
By  
MaryLou Cantu

PREPARED IN THE LAW OFFICE OF TEXAS RURAL LEGAL AID, EDINBURG, TEXAS.





## Board of Adjustments & Appeals- Zoning Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                  |                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| <b>Date of Meeting:</b><br>December 7, 2021                                                                                                                                                                                                                                                                                                                      | <b>Agenda Item No.</b> (to be assigned by PCE):<br>IV. D |
| <b>From:</b><br>Rolando Maldonado, Code Enforcement Officer, on behalf of City of Weslaco                                                                                                                                                                                                                                                                        |                                                          |
| <b>Subject/Agenda Item:</b><br>To discuss the following unoccupied building on premises to determine if they have become dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225 |                                                          |
| <b>Discussion/Overview:</b><br>The Code Enforcement is requesting for the structure either be repaired to current building codes or demolished<br><br>Legal Description: 1502 Mile 5 North being West Tract N383.50'-E220'-W660'FT 795 1.94 AC GR 1.79AC NET, City of Weslaco, Hidalgo County, Texas.<br>Recorded Owner: Rogelio & Maria Olvera                  |                                                          |
| <b>Staff recommendation for Commission's Action:</b><br>Staff recommends compliance with the ordinance.                                                                                                                                                                                                                                                          |                                                          |
| <b>Attachments, (if any):</b><br>Supporting documents.                                                                                                                                                                                                                                                                                                           |                                                          |
| <b>Responsibilities upon Commission's Action:</b><br>Staff will advise owner.                                                                                                                                                                                                                                                                                    |                                                          |

STATE OF TEXAS  
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, Building Inspector in and for the City of Weslaco, Hidalgo County, Texas, on this day personally appeared Mr. Rolando Maldonado after being by me; duly sworn upon his oath deposes and says:

My name is Mr. Rolando Maldonado and I am 58 years old and my date of birth is July 2, 1963. I work at the City of Weslaco Code Enforcement Department in Weslaco, Texas and I can be reached at phone number ( 956 ) 684-7184.

I want to say that I gave the following statement to Kayla Arevalo of the Planning & Code Enforcement Department on December 1, 2021.

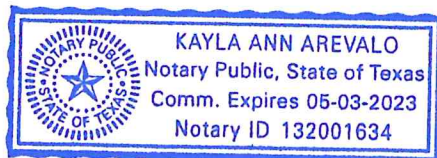
On November 19, 2021, I posted notice of Public Hearings for the Board of Adjustments and Appeals of Building and the City Commission at 51502 W. Mile 5 North RD Weslaco, Texas.

The above statement is true and correct to the best of my knowledge and recollection and I give it of my own free will.

Rolando Maldonado  
AFFIANT

NOTARY

SWORN AND SUBSCRIBED before me, this 1<sup>st</sup> day of Dec 2021 and that the above facts are true and correct to the best of her knowledge.



Kayla Arevalo  
(Notary's Official Signature)

5/3/23  
(Commission Expires)

Under the Authority of the Texas Government Code, chapter 602.002, a notary public engaged in the performance of the notary's duty.



STATE OF TEXAS  
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, Building Inspector in and for the City of Weslaco, Hidalgo County, Texas, on this day personally appeared Mr. Rolando Maldonado after being by me; duly sworn upon his oath deposes and says:

My name is Mr. Rolando Maldonado and I am 57 years old and my date of birth is July 2, 1963. I work at the City of Weslaco Code Enforcement Department in Weslaco, Texas and I can be reached at phone number ( 956 ) 684-7184.

I want to say that I gave the following statement to Rebekah de la Fuente of the Planning & Code Enforcement Department on March 1, 2021.

On December 15, 2020, I posted the Final Decision of the City Commission, to condemn Building at 117 Zamora St. Weslaco, Texas.

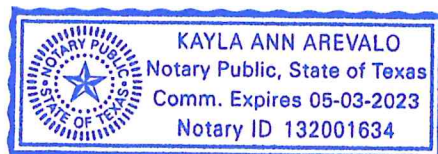
The above statement is true and correct to the best of my knowledge and recollection and I give it of my own free will.

Rolando Maldonado

AFFIANT

NOTARY

SWORN AND SUBSCRIBED before me, this 1<sup>st</sup> day of Dec 2021 and that the above facts are true and correct to the best of her knowledge.



Kayla Arevalo  
(Notary's Official Signature)

5/3/23  
(Commission Expires)

Under the Authority of the Texas Government Code, chapter 602.002, a notary public engaged in the performance of the notary's duty.



### Plasma and Tissue Inflammation

DEPARTMENT OF HEALTH

# NOTICE

THIS BUILDING IS UNFIT AND OR UNSAFE AND  
IT'S USE OR OCCUPANCY HAS BEEN PROHIBITED  
BY THE HEALTH AUTHORITY

Date 11-19-21 19

Address pt. 5 North 1502

Lot No. \_\_\_\_\_ Block No. \_\_\_\_\_

Subdivision

Issued By Health Department

City of Mesquite



**WESLACO FIRE MARSHAL'S OFFICE**  
**255 S. KANSAS**  
**WESLACO, TEXAS 78596**  
**(956) 447-1990 FAX (956) 969-4921**

**DILAPIDATED STRUCTURE INSPECTION REPORT**

DATE: 4/21/21 X INSPECTION REINSPECTION  
FACILITY NAME: Abandoned Residence  
PHYSICAL & MAILING ADDRESS: 1502 W. Mile 5 North Weslaco, TX 78596  
PHONE #: OWNER/MANAGER:

TYPE OF INSPECTION: COMPLAINT OCCUPANCY CLASS: RESIDENCE

|   |    |                              |
|---|----|------------------------------|
|   | 1  | Deteriorated interior walls  |
| X | 2  | Deteriorated roof            |
| X | 3  | Vegetation overgrowth        |
| X | 4  | Unsecured doors              |
| X | 5  | Unsecured windows            |
|   | 6  | Debris inside                |
| X | 7  | Debris outside               |
|   | 8  | Exposed electrical wiring    |
| X | 9  | Broken or missing windows    |
| X | 10 | Broken or missing door       |
|   | 11 | Signs or feces               |
|   | 12 | Signs of transients/vagrants |

|   |    |                                         |
|---|----|-----------------------------------------|
|   | 13 | Sheetrock walls exposed                 |
|   | 14 | Sheetrock ceiling exposed               |
|   | 15 | Signs of roof leaking                   |
|   | 16 | Broken and/or uneven floors             |
|   | 17 | Animals (dogs, cats, mice, etc.) inside |
|   | 18 | Severe fire damage                      |
| X | 19 | Roof collapsed and/or exposed           |
|   | 20 | Graffiti                                |
| X | 21 | Broken/cracked exterior walls           |
|   | 22 | Other:                                  |
|   | 23 | Other:                                  |
|   | 24 | Other:                                  |

**NOTE: THESE CONDITIONS CONSTITUTE A FIRE HAZARD.**

COMPLIES WITHIN CODE TODAY DOES NOT COMPLY AT THIS TIME WILL REINSPECT BY:

OWNER/OCCUPANT

Asst. Fire Marshal Mike Swinnea  
FIRE MARSHAL/FIRE INSPECTOR

SUCH CONDITIONS ARE VIOLATIONS OF EITHER CITY OR STATE FIRE PREVENTION REGULATIONS. PLEASE CORRECT HAZARD(S) AND HELP PREVENT FIRES. NON-COMPLIANCE IS SUBJECT TO PENALTIES UNDER CITY & STATE REGULATIONS.

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>®</sup> RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com).

**OFFICIAL USE**

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate):  
☐ Return Receipt (hardcopy) \$  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

Postage

Total Postage \$

Sent To

Street and Apt.

City, State, ZIP

Postmark  
Here

Olvera Rogelio & Maria  
 Po Box 4237  
 Houston, Texas 77210-4237

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



5 North St. Weslaco, Texas

**CE OF PUBLIC HEARING**

David Suarez, Mayor  
 Leo Muñoz, Mayor Pro-Tem, District 1  
 Greg Kerr, Commissioner, District 2  
 Jose "J.P." Rodriguez, Commissioner, District 3  
 Adrian Farias, Commissioner, District 4  
 Letty Lopez, Commissioner, District 5  
 Josh Pedraza, Commissioner, District 6

Andrew Munoz, Interim City Manager

11-5-2021

Dear Rogelio and Maria Olvera

Please be advised that the Code Enforcement Department for the City of Weslaco has determined that you are the legal owner(s) of the property and the building(s) located at 1502 Mile 5 North St, legally described as being; West Tract N383.50' - E220'-W66-' FT 795 1.94 AC NET, **a Subdivision to the City of Weslaco, Hidalgo County, Texas, together with all improvements** and it finds that the building(s) does not meet the minimum standards for continued use and occupancy. The structure has been inspected and found to be dilapidated, substandard, unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco, placing it in violation of Weslaco, Texas Code of Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec. 26-225.

November 24, 2021, at 5:30 pm, has been set as the date for a public hearing at the Board of Adjustments and appeal of building at the Legislative Chambers located at 255 S. Kansas, Weslaco, Texas. In this hearing the Code Enforcement Inspector shall present evidence as to why the building does not meet the minimum standards for continued use and occupancy. On this date, you as the owner(s) of the above-mentioned property and building shall have an equal opportunity to present evidence in your defense. Members of the general public will also be given an opportunity to voice their opinion regarding the premise or building, the subject of this public hearing.

On December 7, 2021, at 5:30 pm, has been set as the date for a Public Hearing, the City Commission, depending on the evidence presented, may find that the building or premise is a public nuisance and may direct that the building or premise be either repaired or removed. **At no time will repairs or removal of the building or premise be required less than fifteen (15) days from the public hearing day or exceed more than sixty (60) days from the public hearing date.**

If the City Commission votes to remove or repair the building on your property and you do not comply within the time restraints set forth by the Commission, the City of Weslaco may cause the demolition of the building on your property and all the costs and expenses incurred, including administrative costs will be charged to you against the property. A lien will be placed on property in the amount of all expenses and charges incurred.

If you have any questions or comments regarding this notice, please call me at (956) 447-3401 Ext. # 3120.

Sincerely,

*Robert Maldonado*

Code Enforcement Inspector

CC: C/E files



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Olvera Rogelio & Maria  
Po Box 4237  
Houston, Texas 77210-4237

Postmark  
Here

David Suarez, Mayor  
Leo Muñoz, Mayor Pro-Tem, District 1  
Greg Kerr, Commissioner, District 2  
Jose "J.P." Rodriguez, Commissioner, District 3  
Adrian Farias, Commissioner, District 4  
Letty Lopez, Commissioner, District 5  
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

PO Box 4237 Houston

Houston, Texas 77210-4237

**RE: Dilapidated Structure at 1502 Mile 5 North St. Weslaco, Texas****Legally described as being; WEST TRACT N383.50'-E220'-W660'FT 795 1.94 AC GR 1.79AC NET**

Dear Rogelio and Maria Olvera

Please be advised that the City's Planning and Code Enforcement Department believes the main structure at the above address is in violation of **Weslaco, Texas Code of Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec. 26-225** because it is dilapidated, substandard, or it has become unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco. Staff has completed inspections of the structure and property and expects to recommend to the City Commission in the near future that the structure either be repaired to current building codes or demolished by the owner.

The staff recommendation regarding your property will be made at a Public Hearing. As required by ordinance, we will attempt to notify you by certified mail with return receipt requested, and by publishing notice in The Monitor newspaper advising of the date and time of the Public Hearing. You will have the opportunity to address the City Commission regarding the property at this hearing.

At the Public Hearing, the City Commission is likely to order that the property be repaired to current building codes or demolished within 60 days as recommended by staff. It is important that you attend the public hearing, because you are allowed to voice your opinion on behalf of your property. Please note that any other citizen(s) present may voice their opinions as well.

The purpose of this letter is to provide you advance notice that staff expects to recommend that the structure(s) be repaired to current building codes or demolished so that you may have additional time to consider your options for the property prior to any further action by the Planning and Code Enforcement Department.

**IT IS VERY IMPORTANT THAT YOU CONTACT ME AS SOON AS POSSIBLE REGARDING THIS MATTER SO WE CAN KNOW THE ACTIONS YOU WILL TAKE REGARDING THIS PROPERTY. CONTACT ME AT (956) 447-3401 EXT # 3120 MON- FRI 8AM- 5PM**

Sincerely,

Rolando Maldonado

Code Enforcement Officer





1502 W. Erie Street



1502 W. Mile 5 North

December 7, 2021





1502 W. Mile 5 North

December 7, 2021







1302 W. Nile Street





150200, Mile 5 North





1502-00, Philip S. Smith







## HOUSING INSPECTION CHECKLIST

| GENERAL INFORMATION                                        |                 |                            |                                                                                                                                                                                           |                    |
|------------------------------------------------------------|-----------------|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| ADDRESS OF INSPECTED UNIT<br><u>1502 #</u>                 |                 |                            | HOUSING TYPE<br><br><input checked="" type="checkbox"/> Single Family<br><input type="checkbox"/> Duplex Dwelling<br><input type="checkbox"/> Apartment<br><input type="checkbox"/> Other |                    |
| STREET<br><u>W. Miles N</u>                                | CITY<br>Weslaco |                            |                                                                                                                                                                                           |                    |
| COUNTY<br>Hidalgo                                          | STATE<br>TX     | ZIP<br>78596               |                                                                                                                                                                                           |                    |
| NAME OF OWNER OR AGENCY AUTHORIZED TO LEASE UNIT INSPECTED |                 |                            |                                                                                                                                                                                           |                    |
| PHONE NO.                                                  |                 |                            |                                                                                                                                                                                           |                    |
| ITEM NO. 1. LIVING ROOM                                    |                 | COMMENT                    |                                                                                                                                                                                           | INITIAL ASSESSMENT |
| 1.1 ELECTRICITY                                            |                 | <u>wiring removed</u>      |                                                                                                                                                                                           | <u>7</u>           |
| 1.2 WINDOW CONDITION                                       |                 | <u>broken</u>              |                                                                                                                                                                                           | <u>7</u>           |
| 1.3 CEILING CONDITION                                      |                 | <u>collapsed</u>           |                                                                                                                                                                                           | <u>7</u>           |
| 1.4 WALL CONDITION                                         |                 | <u>walls collapsed</u>     |                                                                                                                                                                                           | <u>7</u>           |
| 1.5 FLOOR CONDITION                                        |                 | <u>concrete foundation</u> |                                                                                                                                                                                           | <u>7.5</u>         |
| ITEM NO. 2. KITCHEN                                        |                 | COMMENT                    |                                                                                                                                                                                           | INITIAL ASSESSMENT |
| 2.1 ELECTRICITY                                            |                 | <u>wiring removed</u>      |                                                                                                                                                                                           | <u>7</u>           |
| 2.2 WINDOW CONDITION                                       |                 | <u>broken</u>              |                                                                                                                                                                                           | <u>7</u>           |
| 2.3 CEILING CONDITION                                      |                 | <u>collapsed</u>           |                                                                                                                                                                                           | <u>7</u>           |
| 2.4 WALL CONDITION                                         |                 | <u>walls collapsed</u>     |                                                                                                                                                                                           | <u>7</u>           |
| 2.5 FLOOR CONDITION                                        |                 | <u>concrete foundation</u> |                                                                                                                                                                                           | <u>7.5</u>         |
| ITEM NO. 3. BATHROOM                                       |                 | COMMENT                    |                                                                                                                                                                                           | INITIAL ASSESSMENT |
| 3.1 ELECTRICITY                                            |                 | <u>wiring removed</u>      |                                                                                                                                                                                           | <u>7</u>           |
| 3.2 WINDOW CONDITION                                       |                 |                            |                                                                                                                                                                                           | <u>7</u>           |
| 3.3 CEILING CONDITION                                      |                 | <u>collapsed</u>           |                                                                                                                                                                                           | <u>7</u>           |
| 3.4 WALL CONDITION                                         |                 | <u>walls collapsed</u>     |                                                                                                                                                                                           | <u>7</u>           |
| 3.5 FLOOR CONDITION                                        |                 | <u>concrete foundation</u> |                                                                                                                                                                                           | <u>7.5</u>         |
| 3.6 FLUSH TOILET IN ENCLOSED ROOM IN UNIT                  |                 |                            |                                                                                                                                                                                           | <u>7</u>           |
| 3.7 FIXED WASH BASIN IN LAVATORY IN UNIT                   |                 |                            |                                                                                                                                                                                           | <u>7</u>           |
| 3.8 TUB OR SHOWER IN UNIT                                  |                 |                            |                                                                                                                                                                                           | <u>7</u>           |
| 3.9 VENTILATION                                            |                 |                            |                                                                                                                                                                                           | <u>7</u>           |

1502

| ITEM NO. 4. OTHER ROOMS USED<br>FOR LIVING & HALLS | COMMENT             | INITIAL<br>ASSESSMENT |
|----------------------------------------------------|---------------------|-----------------------|
| 4.1 ELECTRICITY/ILLUMINATION                       |                     | 7                     |
| 4.2 WINDOW CONDITION                               |                     | 7                     |
| 4.3 CEILING CONDITION                              | collapsed           | 7                     |
| 4.4 WALL CONDITION                                 |                     | 7                     |
| 4.5 FLOOR CONDITION                                |                     | 5                     |
| ITEM NO. 5. ROOM CODE* AND<br>ROOM LOCATION        | COMMENT             | INITIAL<br>ASSESSMENT |
| 5.1 ELECTRICITY/ILLUMINATION                       |                     | 7                     |
| 5.2 WINDOW CONDITION                               |                     | 7                     |
| 5.3 CEILING CONDITION                              | collapsed           | 7                     |
| 5.4 WALL CONDITION                                 |                     | 7                     |
| 5.5 FLOOR CONDITION                                |                     | 5                     |
| ITEM NO. 6. BUILDING EXTERIOR                      | COMMENT             | INITIAL<br>ASSESSMENT |
| 6.1 CONDITION OF FOUNDATION                        | concrete foundation | 5                     |
| 6.2 CONDITION OF STAIRS, RAILS<br>AND PORCHES      | roofs collapsed     | 7                     |
| 6.3 CONDITION OF ROOF AND<br>GUTTERS               | roofs collapsed     | 7                     |
| 6.4 CONDITION OF EXTERIOR<br>SURFACES              | block walls         | 5                     |
| 6.5 LEAD PAINT: EXT. SURFACES                      |                     | 7                     |
| ITEM NO. 7. HEATING & PLUMBING                     | COMMENT             | INITIAL<br>ASSESSMENT |
| 7.1 ADEQUACY OF HEATING EQUIP                      |                     | 7                     |
| 7.2 SAFETY OF HEATING EQUIP.                       |                     | 7                     |
| 7.3 VENTILATION/COOLING                            |                     | 7                     |
| 7.4 WATER HEATER                                   |                     | 7                     |
| 7.5 APPROVABLE WATER SUPPLY                        |                     | 7                     |
| 7.6 PLUMBING                                       |                     | 7                     |
| 7.7 SEWER CONNECTION                               |                     | 7                     |



1502

### INSPECTION SUMMARY (OPTIONAL)

| ITEM NO. | REASON FOR COMMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | Structure was found to be in a condition of neglect by owners. As the housing report indicates several areas are considered to be in severe dilapidation. Homeowners would have to provide a plan of remodeling to bring structure into compliance. All elements of electrical and plumbing are in decay and disrepair. It is in this inspectors opinion that the structure is in such dilapidated state that plan for reconstruction or remodeling would have to be developed to bring this structure into compliance. |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

RECOMMENDATION: REPAIR \_\_\_\_\_ DEMOLISH ✓ VACATE \_\_\_\_\_

#### \*INTERPRETATION OF NUMERIC SCALE

- 1 = Newly constructed
- 2 = Good condition requiring no repairs
- 3 = Standard condition requiring minor maintenance repair from normal seasonal wear
- 4 = Substandard condition requiring major maintenance repair from an accumulation of seasonal wear, and abnormal wear from abusive treatment and neglect
- 5 = Deteriorating condition requiring major structural repair resulting from a period of substandard conditions; considered a health hazard
- 6 = Dilapidated condition requiring more than 50% structural replacement
- 7 = Severe dilapidated condition that would require immediate attention

INSPECTED BY

DATE

# LAND INVESTIGATION SERVICES

P.O. Box 530211  
Harlingen, Texas 78550

(956)467-6674 Mobile  
rgvreports@gmail.com

**Location:** 1502 Mile 5 North

**Property ID:** 327141

**Taxpayer Name:** Olvera Rogelio & Maria  
P.O. Box 4237 Houston  
Houston, Tx. 77210-4237

## TITLE REPORT

**CERTIFICATION DATE:** August 20, 2021

### LEGAL DESCRIPTION:

The North 383.30 feet of the East 220.00 feet of the West 660.0 feet of FARM TRACT 795, THE WEST AND ADAMS TRACTS SUBDIVISION, Hidalgo County, Texas, according to map or plat thereof recorded in Volume 2, Pages 34 through 37, Map Records, Hidalgo County, Texas. (See Ref. Document Number 870627 for description.) **SUBJECT TO:** Subdivision regulations of the county of Hidalgo and/or Ordinances or governmental regulation of the City in which the property may be located or holding extra-territorial jurisdiction of said property.

**RECORD OWNER:** Rogelio Olvera and wife, Maria Olvera

### TITLE VIA:

Gift Deed from Cary Bennett Glenn, a single man filed for record May 8, 2000, under county clerks document number **870627**, Official Records, Hidalgo County, Texas. (Assumption of \$68,600.00)

### PRIOR DEED:

Assumption Deed With Vendor's Lien from Esteban Garzez and wife, San Juanita B. Garzez, to Cary Bennett Glenn filed for record April 14, 1999 under county clerks document number **765578**, Official Records, Hidalgo County, Texas.

### LIENS:

Certified Statement Of Transfer Of Tax Lien to **Tax Ease Funding, LLC**, in the amount of \$18,619.04, filed for record April 1, 2015 under county clerks document number **2599308**, Official Records, Hidalgo County, Texas. **NOTE:** Other properties included. Acct # 14124425

Sworn Document Authorizing Transfer Of Tax Lien to **Tax Ease Funding, L.L.C.**, in the amount of \$2,203.97, filed for record under county clerks document number **2624800**, Official Records, Hidalgo County, Texas. **NOTE:** Other properties included. (Acct #15024870)

Tax Lien Contract by and between Rogelio Olvera and wife, Maria Olvera (Property Owners) and **Tax Ease Funding** (Tax Lien Holder) filed for record April 7, 2016, under county clerks document number **2701743**, Official Records, Hidalgo County, Texas, in the amount of 11,401.19. **NOTE:** Other properties included



Certified Statement Of Transfer Of Tax Lien to **Tax Ease Funding, LLC**, in the amount of \$9,899.31 filed for record April 14, 2016 under county clerks document number **2703476**, Official Records, Hidalgo County, Texas. **NOTE:** Other properties included. Acct # 16026311

Tax Lien Contract by and between Rogelio Olvera and wife, Maria Olvera (Property Owners) and **Propel Financial Services, LLC** (Tax Lien Holder) filed for record , under county clerks document number **2861773**, Official Records, Hidalgo County, Texas, in the amount of \$12,344.18. **NOTE:** Other properties included.

Certified Statement Of Transfer Of Tax Lien to **Propel Financial Services, LLC**, in the amount of \$2,036.12 filed for record November 16, 2017 under county clerks document number **2865970**, Official Records, Hidalgo County, Texas. **NOTE:** Other properties included. Acct #P17106

Tax Lien Contract by and between Rogelio Olvera and wife, Maria Olvera (Property Owners) and **Propel Financial Services, LLC** (Tax Lien Holder) filed for record April 18, 2018 under county clerks document number **2907973** Official Records, Hidalgo County, Texas. **NOTE:** Other properties included. Acct #P189470556

Sworn Document Authorizing Transfer Of Tax Lien to **Propel Financial Services, LLC**, in the amount of \$11,597.58, filed for record under county clerks document number **2913461**, Official Records, Hidalgo County, Texas. **NOTE:** Other properties included. (Acct #P180470556)

Tax Lien Contract by and between Rogelio Olvera and wife, Maria Olvera (Property Owners) and **Propel Tax** (Tax Lien Holder) filed for record July 3, 2019 under county clerks document number **3028039** Official Records, Hidalgo County, Texas. **NOTE:** Other properties included. Acct #P190619140

Certified Statement Of Transfer Of Tax Lien to **Propel Tax**, in the amount of \$12,325.70, filed for record July 18, 2019 under county clerks document number **3031984**, Official Records, Hidalgo County, Texas. **NOTE:** Other properties included. Acct #P190619140

Certified Statement Of Transfer Of Tax Lien to **Home Tax Solutions, LLC**, in the amount of \$5,449.51 filed for record June 15, 2021 under county clerks document number **3234205**, Official Records, Hidalgo County, Texas. **NOTE:** Other properties included. Acct #21-11785

**ABSTRACT OF JUDGMENTS:** None on record

Abstract of Judgment by Lack's Valley Stores, Ltd. (Plaintiff) against Maria Olvera (Defendant) filed for record February 22, 2017 under county clerks document number 2789555 Hidalgo County, Texas, in the amount of \$1,031.28.

Abstract of Judgment by AAA Co Loans (Plaintiff) against Maria Olvera (Defendant) filed for record February 7, 2018 under county clerks document number 2886896 Hidalgo County, Texas, in the amount of \$1,241.17.

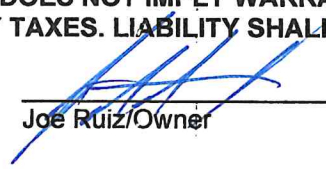
Abstract of Judgment by Portfolio Recovery Associates, LLC(Plaintiff) against Maria Olvera (Defendant) filed for record October 29, 2018 under county clerks document number 2960977 Hidalgo County, Texas, in the amount of \$2,473.79.

Abstract of Judgment by Lack's Valley Stores, Inc. (Plaintiff) against Maria Olvera (Defendant) filed for record February 1, 2019 under county clerks document number 2984230 Hidalgo County, Texas, in the amount of \$1,115.50.

Abstract of Judgment by A.J. Buildings (Plaintiff) against Maria Olvera (Defendant) filed for record January 9, 2021 under county clerks document number 3188482 Hidalgo County, Texas, in the amount of \$3,000.00.

**CIVIL RECORDINGS:** None on record.

**NOTICE: THE INFORMATION CONTAINED HEREIN DOES NOT IMPLY WARRANTY OF TITLE, NOR DOES IT REFLECT INVESTIGATION OF PROPERTY TAXES. LIABILITY SHALL BE LIMITED TO THE AMOUNT OF THE TITLE REPORT FEE.**

  
\_\_\_\_\_  
Joe Ruiz/Owner



## Hidalgo CAD

### Property Search Results > 327141 OLVERA ROGELIO & MARIA for Year 2022

Tax Year: 2022

#### Property

##### Account

|                           |                      |                    |                                                                |
|---------------------------|----------------------|--------------------|----------------------------------------------------------------|
| Property ID:              | 327141               | Legal Description: | WEST TRACT N383.50'-E220'-W660' FT 795<br>1.94AC GR 1.79AC NET |
| Geographic ID:            | W3800-00-795-0000-74 | Zoning:            | RS                                                             |
| Type:                     | Real                 | Agent Code:        |                                                                |
| Property Use Code:        |                      |                    |                                                                |
| Property Use Description: |                      |                    |                                                                |

##### Location

|                  |                         |         |                    |
|------------------|-------------------------|---------|--------------------|
| Address:         | 1502 MILE 5 NORTH<br>TX | Map ID: | CWL VOL 2 PG 34-37 |
| Neighborhood:    | WEST TRACT              |         |                    |
| Neighborhood CD: | W380000                 |         |                    |

##### Owner

|                  |                                               |              |                   |
|------------------|-----------------------------------------------|--------------|-------------------|
| Name:            | OLVERA ROGELIO & MARIA                        | Owner ID:    | 431441            |
| Mailing Address: | PO BOX 4237 HOUSTON<br>HOUSTON, TX 77210-4237 | % Ownership: | 100.000000000000% |
|                  |                                               | Exemptions:  |                   |

#### Values

|                                       |   |          |                       |
|---------------------------------------|---|----------|-----------------------|
| (+) Improvement Homesite Value:       | + | \$0      |                       |
| (+) Improvement Non-Homesite Value:   | + | \$1,000  |                       |
| (+) Land Homesite Value:              | + | \$0      |                       |
| (+) Land Non-Homesite Value:          | + | \$48,185 | Ag / Timber Use Value |
| (+) Agricultural Market Valuation:    | + | \$0      | \$0                   |
| (+) Timber Market Valuation:          | + | \$0      | \$0                   |
| -----                                 |   |          |                       |
| (=) Market Value:                     | = | \$49,185 |                       |
| (-) Ag or Timber Use Value Reduction: | - | \$0      |                       |
| -----                                 |   |          |                       |
| (=) Appraised Value:                  | = | \$49,185 |                       |
| (-) HS Cap:                           | - | \$0      |                       |
| -----                                 |   |          |                       |
| (=) Assessed Value:                   | = | \$49,185 |                       |

#### Taxing Jurisdiction

Owner: OLVERA ROGELIO & MARIA

December 7, 2021

% Ownership: 100.0000000000%

Total Value: \$49,185

| Entity                      | Description          | Tax Rate | Appraised Value | Taxable Value | Estimated Tax |
|-----------------------------|----------------------|----------|-----------------|---------------|---------------|
| CAD                         | APPRAISAL DISTRICT   | 0.000000 | \$49,185        | \$49,185      | \$0.00        |
| CWL                         | CITY OF WESLACO      | 0.696700 | \$49,185        | \$49,185      | \$342.67      |
| DR1                         | DRAINAGE DISTRICT #1 | 0.102600 | \$49,185        | \$49,185      | \$50.46       |
| GHD                         | HIDALGO COUNTY       | 0.575000 | \$49,185        | \$49,185      | \$282.81      |
| JCC                         | SOUTH TEXAS COLLEGE  | 0.171800 | \$49,185        | \$49,185      | \$84.50       |
| R02                         | ROAD DIST 02         | 0.000000 | \$49,185        | \$49,185      | \$0.00        |
| SST                         | SOUTH TEXAS SCHOOL   | 0.049200 | \$49,185        | \$49,185      | \$24.20       |
| SWL                         | WESLACO ISD          | 1.018900 | \$49,185        | \$49,185      | \$501.15      |
| Total Tax Rate:             |                      | 2.614200 |                 |               |               |
| Taxes w/Current Exemptions: |                      |          |                 |               | \$1,285.79    |
| Taxes w/o Exemptions:       |                      |          |                 |               | \$1,285.79    |

## Improvement / Building

**Improvement #1:** RESIDENTIAL **State Code:** A1 **Living Area:** 3106.0 sqft **Value:** \$1,000

| Type | Description     | Class CD  | Exterior Wall | Year Built | SQFT   |
|------|-----------------|-----------|---------------|------------|--------|
| MA   | MAIN AREA       | BRKFA - 5 | DBRK          | 1971       | 2594.0 |
| POR  | PORCH (COVERED) | *         |               | 1971       | 238.0  |
| MA2  | MAIN 2ND FL     | BRKFA - 5 | DBRK          | 1971       | 512.0  |
| POR  | PORCH (COVERED) | *         |               | 1971       | 80.0   |

## Land

| # | Type | Description | Acres  | Sqft     | Eff Front | Eff Depth | Market Value | Prod. Value |
|---|------|-------------|--------|----------|-----------|-----------|--------------|-------------|
| 1 | AC   | ACREAGE     | 1.7900 | 77972.40 | 0.00      | 0.00      | \$48,185     | \$0         |

## Roll Value History

| Year | Improvements | Land Market | Ag Valuation | Appraised | HS Cap | Assessed |
|------|--------------|-------------|--------------|-----------|--------|----------|
| 2022 | \$1,000      | \$48,185    | 0            | 49,185    | \$0    | \$49,185 |
| 2021 | \$1,000      | \$48,185    | 0            | 49,185    | \$0    | \$49,185 |
| 2020 | \$1,000      | \$48,185    | 0            | 49,185    | \$0    | \$49,185 |
| 2019 | \$5,361      | \$48,185    | 0            | 53,546    | \$0    | \$53,546 |
| 2018 | \$5,361      | \$48,185    | 0            | 53,546    | \$0    | \$53,546 |
| 2017 | \$5,361      | \$48,185    | 0            | 53,546    | \$0    | \$53,546 |
| 2016 | \$5,504      | \$48,185    | 0            | 53,689    | \$0    | \$53,689 |
| 2015 | \$5,504      | \$48,185    | 0            | 53,689    | \$0    | \$53,689 |
| 2014 | \$5,161      | \$48,185    | 0            | 53,346    | \$0    | \$53,346 |
| 2013 | \$10,768     | \$48,185    | 0            | 58,953    | \$0    | \$58,953 |
| 2012 | \$10,768     | \$48,185    | 0            | 58,953    | \$0    | \$58,953 |
| 2011 | \$10,768     | \$48,185    | 0            | 58,953    | \$0    | \$58,953 |
| 2010 | \$33,301     | \$48,185    | 0            | 81,486    | \$0    | \$81,486 |
| 2009 | \$33,301     | \$48,185    | 0            | 81,486    | \$0    | \$81,486 |

December 7, 2021



|      |          |          |   |        |     |          |
|------|----------|----------|---|--------|-----|----------|
| 2008 | \$33,301 | \$48,185 | 0 | 81,486 | \$0 | \$81,486 |
|------|----------|----------|---|--------|-----|----------|

**Deed History - (Last 3 Deed Transactions)**

| # | Deed Date | Type | Description                | Grantor            | Grantee                | Volume | Page | Deed Number |
|---|-----------|------|----------------------------|--------------------|------------------------|--------|------|-------------|
| 1 | 5/8/2000  | GFD  | GIFT DEED                  | GLENN CARY BENNETT | OLVERA ROGELIO & MARIA |        |      | 870627      |
| 2 | 4/14/1999 | WDV  | WARRANTY DEED/VENDORS LIEN | GARZEZ ESTEBAN     | GLENN CARY BENNETT     |        |      | 765578      |
| 3 | 2/13/1991 | CONV | CONVERSION                 | UNKNOWN            | GARZEZ ESTEBAN         | 3035   | 242  |             |

**Tax Due**

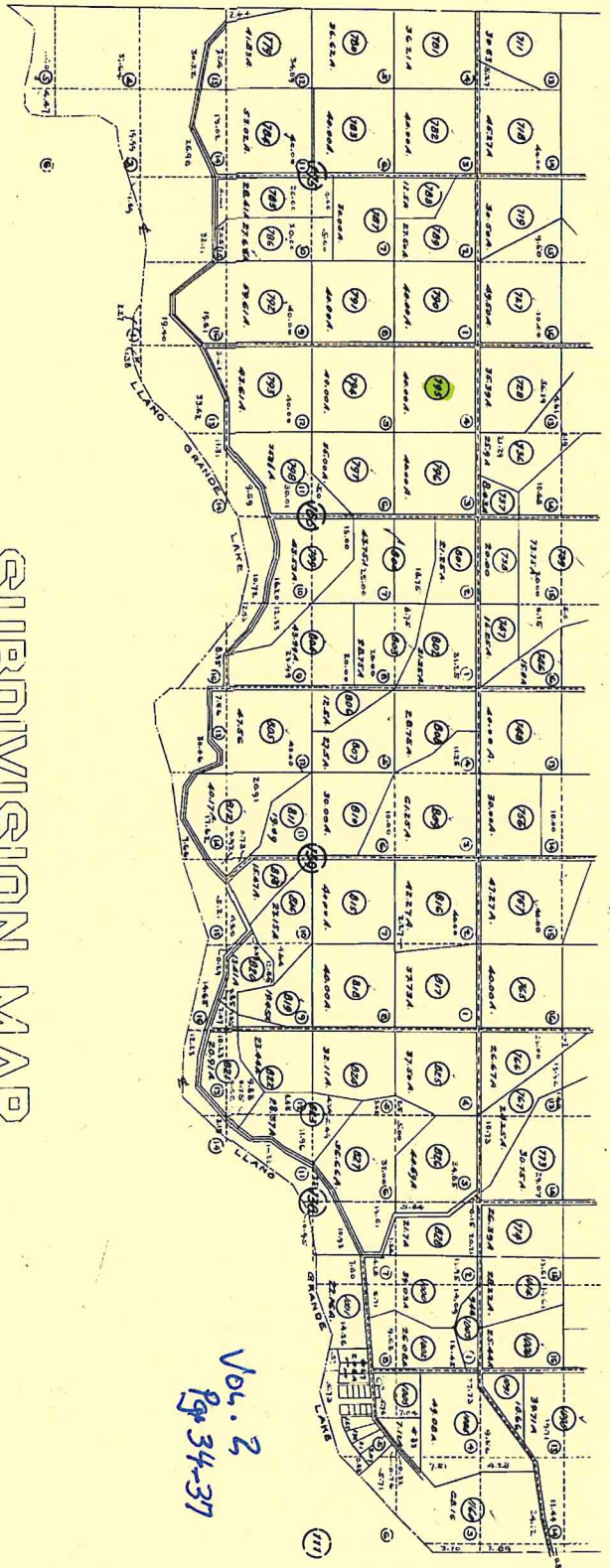
Property Tax Information as of 08/20/2021

Amount Due if Paid on: 

| Year | Taxing Jurisdiction | Taxable Value | Base Tax | Base Taxes Paid | Base Tax Due | Discount / Penalty & Interest | Attorney Fees | Amount Due |
|------|---------------------|---------------|----------|-----------------|--------------|-------------------------------|---------------|------------|
|------|---------------------|---------------|----------|-----------------|--------------|-------------------------------|---------------|------------|

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

**Questions Please Call (956) 381-8466.**



# SUBDIVISION MAP OF

## THE WEST AND ADAMS TRACTS

SHOWING

THE ORIGINAL LOTS AND BLOCKS  
ALSO FRACTIONAL PARTS THEREOF CONSTITUTING

FARM TRACTS

IN

HIDALGO COUNTY, TEXAS.

SCALE 1 IN. = 1000 FT.

COMPILED AND FILED FOR RECORD  
BY THE ORDER OF THE  
COUNTY COMMISSIONER'S COURT  
JUNE 12, 1922

JULY 6, 1922

STATE OF TEXAS  
COUNTY HIDALGO

I, H. E. BENNETT, CIVIL ENGINEER  
AND SURVEYOR do hereby certify that the foregoing is a  
full, true and correct map of the subdivisions above de-  
scribed, as compiled by me from available maps and records.

WITNESS my hand this 6th day of July, A.D. 1922

H. E. Bennett

Civil Engineer and Surveyor

SWORN and Subscribed to before me this 6th day of July, 1922.

Blanche H. Jones

Notary Public for Hidalgo County, Texas

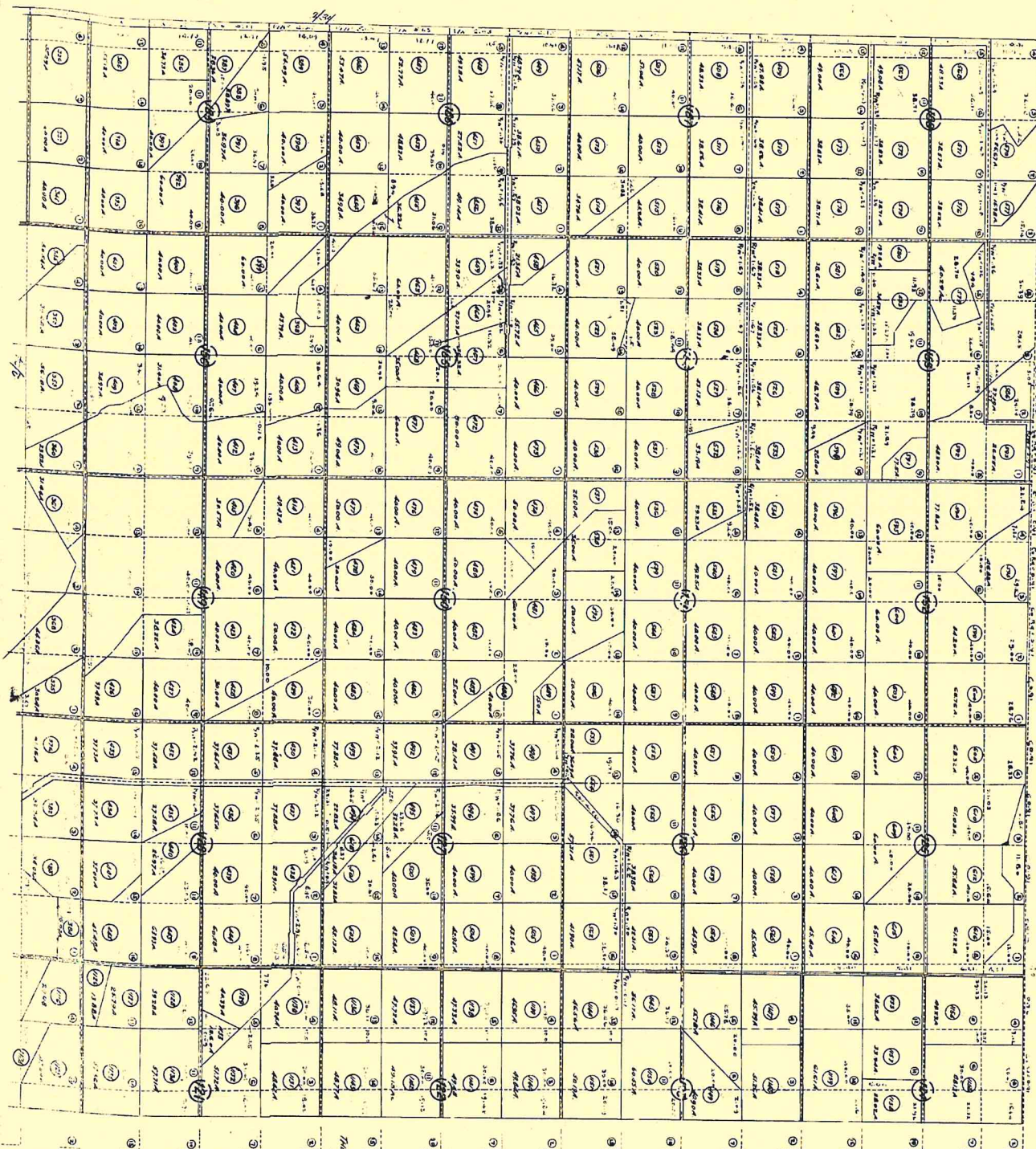
This map was filed for record  
on July 12, 1922, at 10:30 A.M.  
by H. E. Bennett, Civil Engineer  
and Surveyor, duly sworn,  
at Hidalgo County, Texas.

### LEGEND

- Original Lot and Block lines
- Farm Tract Boundaries
- Rivers shown by Double Solid lines.
- Line between West and Adams Tracts
- ① Original Lot Numbers
- ② Farm Tract Numbers
- ③ Farm Tract Areas as shown Block with letter "A"
- ④ Fractional Lot Areas, shown between Double letters or figures
- ⑤ Right of Way
- ⑥ County Road
- ⑦ Canal

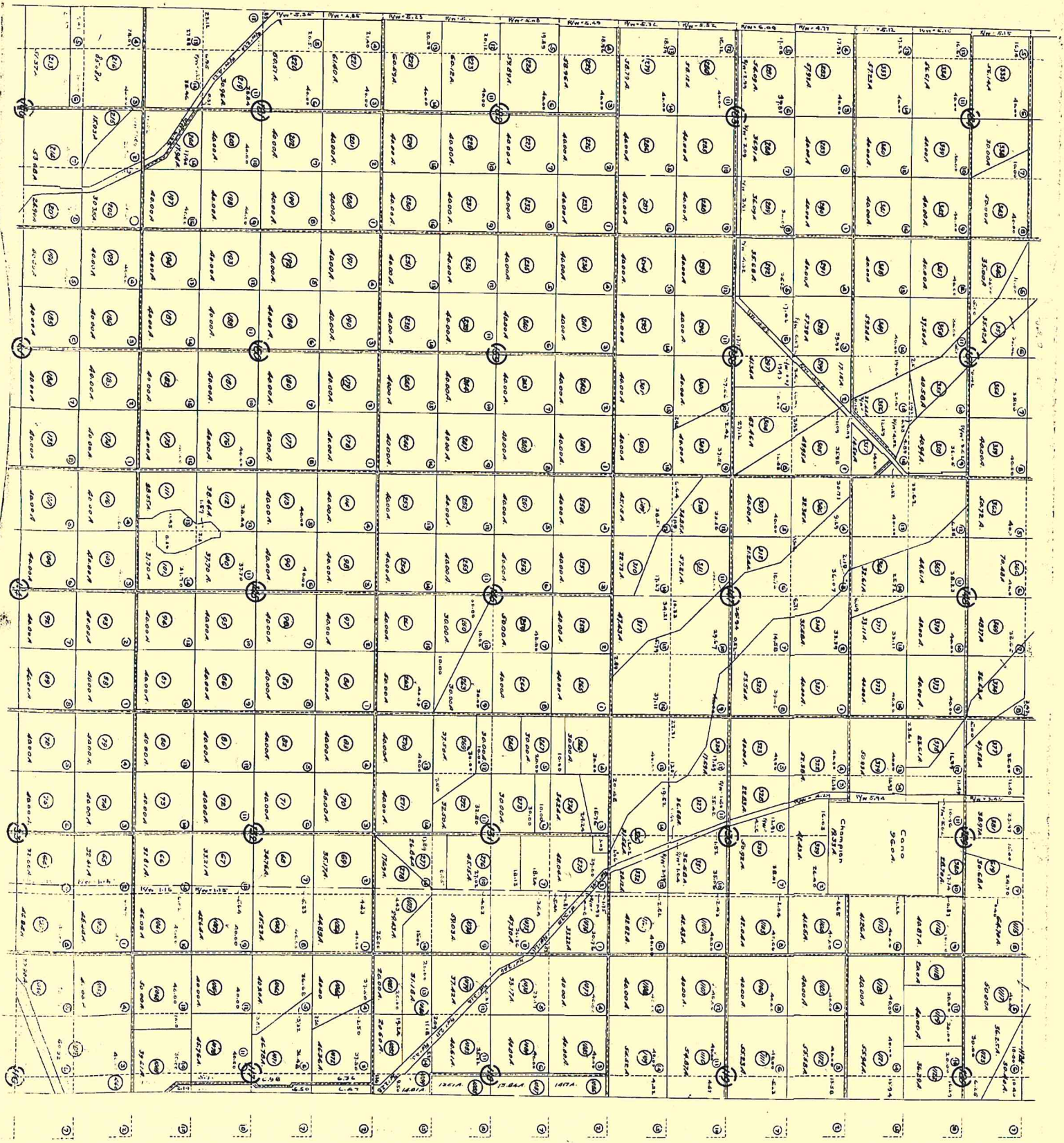
RECORDED JULY 10, 1922 AT 9:30 A.M.



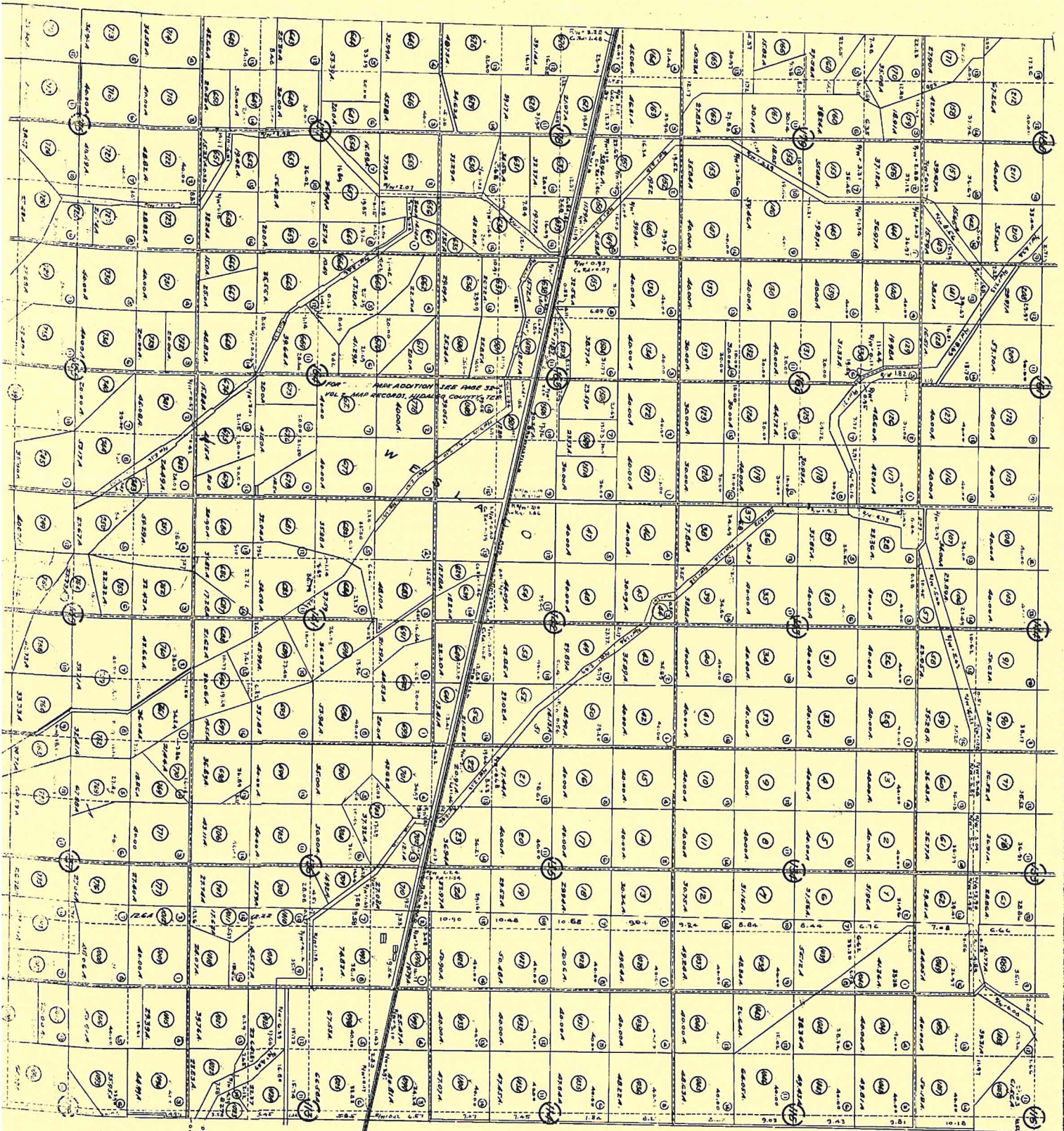


PART OF  
SUBDIVISION MAP  
THE WEST AND ALABAMA TRACTS  
CONTINUED ON PAGE 17

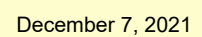




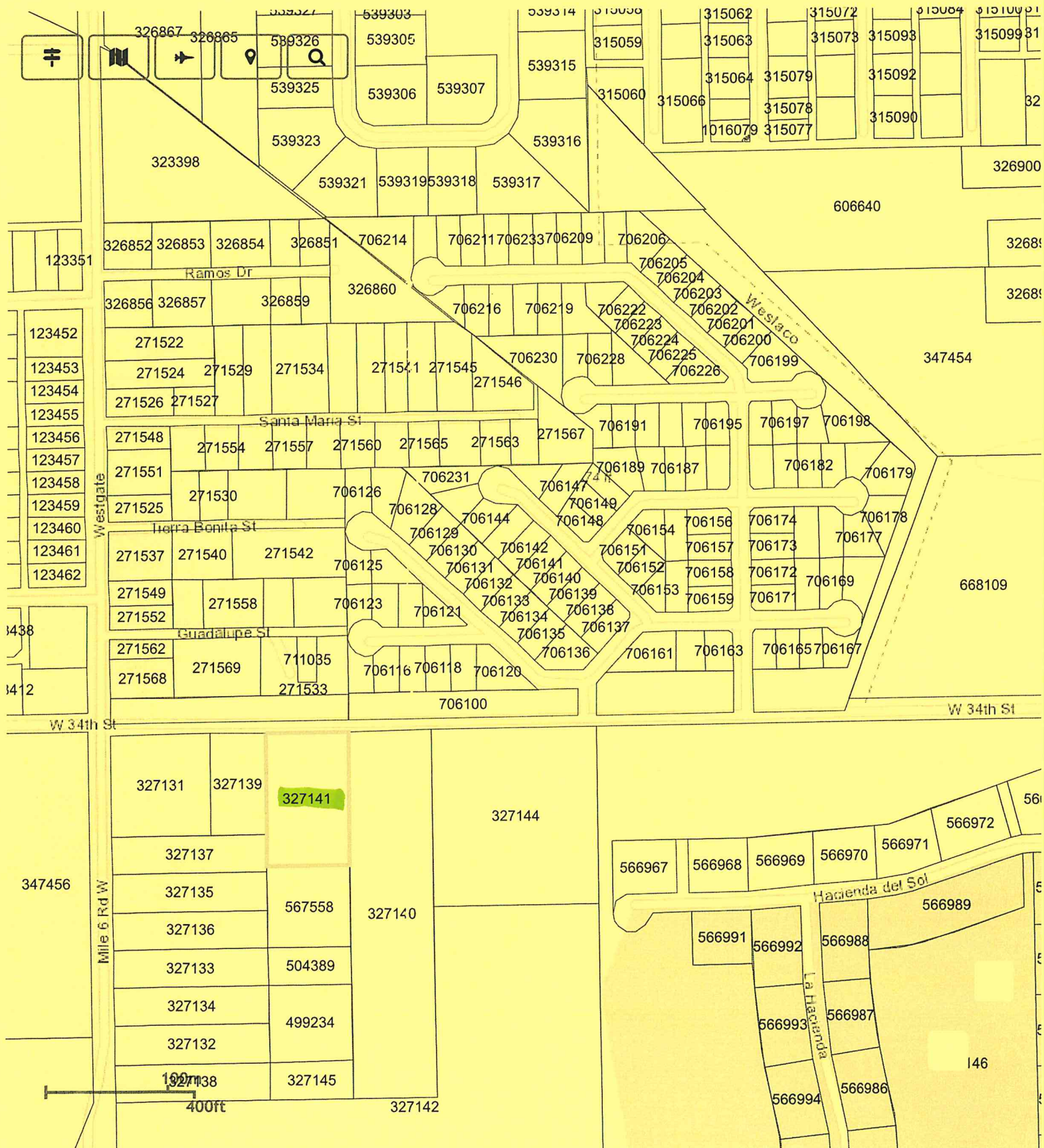












## GIFT DEED

Date: May 5, 2000

Grantor: CARY BENNETT GLENN, a single man

870627

Grantor's Mailing Address (including county): 200 Maple  
McAllen, Texas 78501  
Hidalgo County, Texas

Grantee: ROGELIO OLVERA and wife, MARIA OLVERA

Grantee's Mailing Address (including county): P.O. Box 5537  
Houston, Texas 77262  
Harris County, Texas

Consideration: For the love and affection which I have towards Grantee, intending to make them a GIFT OF EQUITY in the property herein conveyed and, Grantee's assumption of a certain note, which note is described in this paragraph. Grantee assumes and agrees to pay according to the note's terms all principal and interest remaining unpaid on said note that is dated March 31, 1999, is in the principal amount of \$68,600.00 and is executed by CARY BENNETT GLENN and payable to the order of TEXAS STATE BANK. It is secured by a vendor's lien retained in a deed conveying the property, of even date therewith, and recorded under Document Number 765578, Official records of the Hidalgo County, Texas, it is also secured by a Deed of Trust on that property recorded under Document Number 765579, Official Records, Hidalgo County, Texas. As further consideration Grantee promises to keep and perform all the covenants and obligations of the Grantor named in that Deed of Trust.

Property (including any improvements):

The South 99.0 feet of the North 693.0 feet of the East 220.0 feet of the West 660.0 feet and the North 383.50 feet of the East 220.0 feet of the West 660.0 feet of Farm Tract 795, THE WEST AND ADAMS TRACTS SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 2, Pages 34 through 37, Map Records, in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

1. All oil, gas, and other mineral reservations of record, if any.
2. All oil, gas leases and drilling agreements of record, if any.
3. Easements of record, if any.
4. Easements and conditions as may be contained in plat of said subdivision, if any.
5. Easements, rights, rules, and regulations in favor of pertaining water district, if any.
6. All visible easements and restrictions of record, if any.
7. Subject to the subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulations of the City in which the property may be located or holding extra-territorial jurisdiction of said property.
8. Standby fees and taxes for the year 2000 and assessments for prior years.



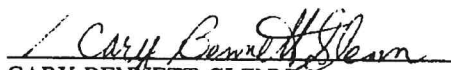
**NO TITLE EXAMINATION WAS REQUIRED IN CONNECTION WITH THE PREPARATION OF THE DOCUMENTATION CONCERNING THE ABOVE DESCRIBED PROPERTY, NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION AS TO TITLE TO THIS PROPERTY, NOR AS TO ANY TAXES DUE ON THE PROPERTY.**

Grantor, for the consideration indicated above, and subject to the reservations from, and exceptions to conveyance and warranty contained in this instrument, grants, gives, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold the Property to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof forever, except as to the reservations from, and exceptions to conveyance and warranty herein contained.

Grantor gives and conveys the Property to Grantee as Grantee's separate property.

**BY THE ACCEPTANCE OF THIS DEED, GRANTEE IS TAKING THE PROPERTY "AS IS", "WHERE IS" AND "WITH ALL FAULTS", AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO (I) THE PHYSICAL CONDITION OF THE PROPERTY OR ANY ELEMENT THEREOF, INCLUDING, WITHOUT LIMITATION, WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (II) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN AND ENGINEERING OF ANY IMPROVEMENTS; (III) THE QUALITY OF THE LABOR AND MATERIALS INCLUDED IN ANY IMPROVEMENTS; (IV) THE SOIL CONDITIONS; DRAINAGE OR OTHER CONDITIONS EXISTING AT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, DEVELOPMENTAL POTENTIAL OR OTHERWISE; (V) ALL WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY; AND (VI) ALL OTHER WARRANTIES AND REPRESENTATIONS WHATSOEVER, EXCEPT THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN.**

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

  
CARY BENNETT GLENN

(Acknowledgment)

State of Texas  
County of Hidalgo

This instrument was acknowledged before me on the 5th day of May 2000, by CARY  
BENNETT GLENN

  
\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Law Office of Armando Puente, P.C.  
5520 North Tenth Street  
McAllen, Texas 78504

PREPARED BY:

Law Office of Armando Puente, P.C.  
5520 North Tenth Street  
McAllen, Texas 78504

File Number: 00Bennett

Filed for Record in:  
Hidalgo County  
by Juan D. Salinas III  
County Clerk

On: May 08, 2000 at 03:22P

As a  
Recording

Document Number: 870627  
Total Fees : 13.00

Receipt Number - 280691  
By:  
MaryLou Cantu



# WARRANTY DEED WITH VENDOR'S LIEN

SSTC/GF#03073837/TG

CONFORMS TO STATE BAR FORM 2253 REV.10-85

Date: March 31, 1999

765578

Grantor: ESTEBAN GARZEZ and wife, SAN JUANITA B. GARZEZ

Grantor's Mailing Address (including county):  
R.R. 4, Box 4605  
Donna, Texas 78537  
Hidalgo County

Grantee: CARY BENNETT GLENN

Grantee's Mailing Address (including county):  
200 Maple  
McAllen, Texas 78501  
Hidalgo County

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and a note of even date that is in the principal amount of SIXTY EIGHT THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$68,600.00), and is executed by Grantee, payable to the order of TEXAS STATE BANK, 3900 N. 10th St., McAllen, Hidalgo County, Texas 78501. The note is secured by a vendor's lien retained in favor of TEXAS STATE BANK, in this Deed and by a Deed of Trust of even date from Grantee to PAUL S. MOXLEY, Trustee.

Property (including any improvements):

The South 99.0 feet of the North 693.0 feet of the East 220.0 feet of the West 660.0 feet and the North 383.50 feet of the East 220.00 feet of the West 660.0 feet of Farm Tract 795, THE WEST AND ADAMS TRACTS SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 2, Pages 34 through 37, Map Records of Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:  
See Exhibit "A" attached hereto.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

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 shall become absolute.

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

TEXAS STATE BANK, at Grantee's request, has paid in cash to Grantors that portion of the purchase price of the property that is evidenced by the Note described. The vendor's lien and superior title to the property are retained for the benefit of TEXAS STATE BANK, and are transferred to that party without recourse on Grantors.

  
ESTEBAN GARZEZ

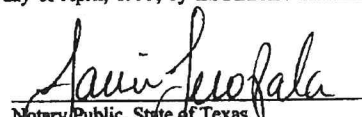
  
SAN JUANITA B. GARZEZ

(Acknowledgement)

STATE OF TEXAS  
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 7th day of April, 1999, by ESTEBAN GARZEZ and wife, SAN JUANITA B. GARZEZ.



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

Notary's commission expires: 1/12/00

AFTER RECORDING RETURN TO:  
CARY BENNETT GLENN  
200 MAPLE  
MCALLEN, TEXAS 78501

PREPARED IN THE LAW OFFICE OF:  
JOHN KING  
3409 N. 10th, Suite 100  
McAllen, Texas 78501  
FILE NO.: #GF73837: TG/rr

December 7, 2021

CHARGE SIERRA STEWART TITLE

EXHIBIT " A "

GF#: 03073837

SUBJECT TO:

Right-of-Way Easement granted by Hidalgo and Cameron Counties Water Control and Irrigation District No. 9 to South Texas Natural Gas Gathering Company, by instrument dated January 17, 1962, recorded in Volume 1041, Page 338, Deed of Hidalgo

Road Easement along the North side of said property as shown on plat recorded in Volume 2, Pages 34 through 37, Map Records of Hidalgo County, Texas. (as to the 383.50 foot by 220.0 foot tract)

Easements, rights, rules, and regulations in favor of Hidalgo and Cameron Counties Water Control and Irrigation District No. 9.

All visible easements.

Oil and Gas Lease dated March 31, 1944, from Hidalgo and Cameron Counties Water control and Irrigation District No. 9 to La Gloria Corporation recorded in Volume 54, Page 410, Oil and Gas Lease Records of Hidalgo County, Texas. Title to said Lease not checked subsequent to date of aforesaid instrument.

All oil, gas, and other minerals reserved in Deeds recorded in Volume 1296, Page 873, and Volume 873, Page 877, Deed Records of Hidalgo County, Texas. Title to said interest not checked subsequent to the date of aforesaid instrument.

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

Subject to taxes for the year 1999 and all subsequent years and taxes for prior years due to change in property use or ownership, including "rollback" taxes.

Filed for Record in:  
Hidalgo County, Texas  
by Juan D. Salinas III  
County Clerk

On: Apr 14, 1999 at 02:56P

As a  
Recording

Document Number: 765578  
Total Fees : 11.00

Receipt Number - 211158

By,  
Anna Smith



\*\*\*\* **Electronically Filed Document** \*\*\*\*

**Hidalgo County  
Arturo Guajardo Jr.  
County Clerk**

**Document Number: 2015-2599308**

**Recorded As : RECORDING ELECTRONIC**

**Recorded On: April 01, 2015**

**Recorded At: 04:21:21 pm**

**Number of Pages: 4**

**Recording Fee: \$34.00**

**Parties:**

**Direct-  
Indirect- NOT REQUIRED**

**Receipt Number: 1510946**

**Processed By: Ismael Hidalgo**

\*\*\*\*\* **THIS PAGE IS PART OF THE INSTRUMENT** \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.



**STATE OF TEXAS  
COUNTY OF HIDALGO**

I hereby certify that this instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, TX

December 7, 2021

**CERTIFIED STATEMENT OF TRANSFER OF TAX LIEN**  
**7 TAC § 89.7029(c)**

STATE OF TEXAS  
COUNTY OF HIDALGO

§  
§

Date: \_\_\_\_\_

Account No. or Property ID No.: See Exhibit A  
Legal Description: See Exhibit A  
Street Address, if applicable: See Exhibit A  
Taxing Unit(s): Hidalgo County, City of Weslaco, Weslaco ISD, Drainage District #1, South Texas College & South Texas ISD  
Amount Paid for Transfer: **\$ 18,619.04** (including taxes, penalties, interest, & collection costs)  
Tax Years: See Exhibit A  
Property Owner(s)' Name(s): ROGELIO OLVERA AND MARIA OLVERA  
Transferee's Name: **Tax Ease Funding, LLC**  
Transferee's Street Address: 14901 Quorum Dr. Ste 900, Dallas, TX 75254

I, Paul Villarreal, tax assessor-collector for Hidalgo County Tax Office and for all taxing units for which Hidalgo County Tax Office collects ad valorem taxes, certify that the above-named transferee or transferee's agent ("Transferee") has made payment of the amount listed above to the above-named taxing units on the property described above as consideration for a transfer of the tax lien(s), and that the tax lien(s) held by taxing units on the property for the tax years listed above are hereby transferred to **\$18,619.04** in accordance with Texas Tax Code §32.06. I have issued a receipt to Transferee in conjunction with this certification reflecting payment for the transfer in the amount of taxes, penalties, interest, and collection costs.

Paul Villarreal,  
Tax Assessor-Collector

By: Pablo (Paul) Villarreal Jr.



SUBSCRIBED AND SWORN TO BEFORE ME on February 18, 2015, by PABLO (PAUL) VILLARREAL JR, RTA

Rita Rebecca Vargas  
NOTARY PUBLIC, State of Texas



After recording, return to  
Tax Ease Funding, LLC  
14901 Quorum Dr. Ste 900  
Dallas, TX 75254

Account # **14124425** (County)  
Current: 12/30/2014 / Original: //



Ln #: 14124425 - Owner: Olvera  
Current: 12/30/2014  
Original: //

### Tax Lien Transfer Exhibit A

|    | Tax ID #              | Address                | City        | State | Zip | Lot | Block | Legal                                                              | Years Paid  | Amount Due   |
|----|-----------------------|------------------------|-------------|-------|-----|-----|-------|--------------------------------------------------------------------|-------------|--------------|
| 1  | 'W2300-00-042-0023-00 | 100 E 6TH ST           | WESLAC<br>O | TX    |     |     |       | WESLACO ORIGINAL<br>TOWNSITE BLK 42 LTS<br>23,24                   | 2013        | 2,781.39     |
| 2  | 'W3800-00-795-0000-78 | MILE 5 NORTH           | WESLAC<br>O | TX    |     |     |       | WEST TRACT S99'-N693'-<br>E220'-W660' FT 795 0.50AC                | 2013, 2014  | 1,415.32     |
| 3  | 'W3800-00-795-0000-74 | 1502 MILE 5 NORTH      | WESLAC<br>O | TX    |     |     |       | WEST TRACT N383.50'-<br>E220'-W660' FT 795 1.94AC<br>GR 1.79AC NET | 2013, 2014  | 3,720.62     |
| 4  | 'W2300-00-033-0019-00 | 419 S TEXAS BLVD       | WESLAC<br>O | TX    |     |     |       | WESLACO ORIGINAL<br>TOWNSITE BLK 33 LT 19                          | 2013, 2014  | 8,458.76     |
| 5  | 'H2850-00-002-0008-00 | 1014 S MISSOURI<br>AVE | WESLAC<br>O | TX    |     |     |       | HIGHLAND BLK 2 LT 8                                                | 2013, 2014  | 2,242.95     |
| 6  |                       |                        |             |       |     |     |       |                                                                    |             |              |
| 7  |                       |                        |             |       |     |     |       |                                                                    |             |              |
| 8  |                       |                        |             |       |     |     |       |                                                                    |             |              |
| 9  |                       |                        |             |       |     |     |       |                                                                    |             |              |
| 10 |                       |                        |             |       |     |     |       |                                                                    |             |              |
| 11 |                       |                        |             |       |     |     |       |                                                                    |             |              |
| 12 |                       |                        |             |       |     |     |       |                                                                    |             |              |
| 13 |                       |                        |             |       |     |     |       |                                                                    |             |              |
| 14 |                       |                        |             |       |     |     |       |                                                                    |             |              |
| 15 |                       |                        |             |       |     |     |       |                                                                    |             |              |
| 16 |                       |                        |             |       |     |     |       |                                                                    |             |              |
| 17 |                       |                        |             |       |     |     |       |                                                                    |             |              |
| 18 |                       |                        |             |       |     |     |       |                                                                    |             |              |
| 19 |                       |                        |             |       |     |     |       |                                                                    |             |              |
| 20 |                       |                        |             |       |     |     |       |                                                                    |             |              |
| 21 |                       |                        |             |       |     |     |       |                                                                    |             |              |
| 22 |                       |                        |             |       |     |     |       |                                                                    |             |              |
| 23 |                       |                        |             |       |     |     |       |                                                                    |             |              |
| 24 |                       |                        |             |       |     |     |       |                                                                    |             |              |
| 25 |                       |                        |             |       |     |     |       |                                                                    |             |              |
|    |                       |                        |             |       |     |     |       |                                                                    | Total Paid: | \$ 18,619.04 |

**SWORN DOCUMENT AUTHORIZING TRANSFER OF TAX LIEN**

STATE OF TEXAS

§

COUNTY OF HIDALGO

§

After recording, return to:  
 Tax Ease Funding, LLC  
 14901 Quorum Dr. Ste 900  
 Dallas, TX 75254

Before me, the undersigned notary, on this day personally appeared ROGELIO OLVERA AND MARIA OLVERA, known to me to be the person(s) whose name(s) is/are subscribed below, and being duly sworn, upon oath depose and stated as follows:

"My name is ROGELIO OLVERA AND MARIA OLVERA. I am over 18 years of age and am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct. I or the entity I represent owns the real property described as follows:

Account No. or Property ID No.: See Exhibit A  
 Legal Description: See Exhibit A  
 Street Address, if applicable: See Exhibit A  
 Amount Paid for Transfer: \$ 18,619.04 (including taxes, penalties, interest, & collection costs)  
 Tax Year(s): See Exhibit A  
 Transferee's Name: Tax Ease Funding, LLC  
 OCCC Property Tax License Lender No.: 17652-54550  
 Transferee's Street Address: 14901 Quorum Dr. Ste 900, Dallas, TX 75254

"Pursuant to Texas Tax Code §32.06, I hereby authorize the above-named transferee or transferee's agent (the "Transferee"), to pay all taxes, penalties, interest, and collection costs imposed by any and all local taxing units or their agents on the real property, described above, for the tax years listed above. I further authorize and direct the tax assessor-collector(s) for said taxing units to issue a tax receipt with the collector's seal of office or notarized signature to the Transferee and to certify that the taxes and any penalties and interest on the subject property and collection costs have been paid by the transferee on behalf of the owner, and the tax lien on the owner's property has been transferred to the Transferee.

"I have been given notice that if this property is my homestead and I am either age 65 or older or disabled, I may be eligible for a tax deferral under Texas Tax Code §33.06."

Property Owner  
 OR Authorized  
 Representative

Name: Rogelio Olvera

12-31-14  
 Date Signed

Property Owner  
 OR Authorized  
 Representative

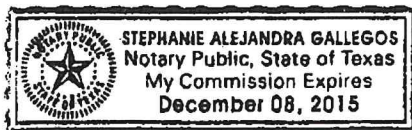
Name: Maria Olvera

12-31-14  
 Date Signed

STATE OF TEXAS  
 COUNTY OF Harris

Subscribed and sworn to before me on 12/30/2014 by ROGELIO OLVERA AND MARIA OLVERA.

NOTARY PUBLIC, STATE OF TEXAS



Account # 14124425 (County)  
 Current: 12/30/2014 / Original: //



**\*\*\*\* Electronically Filed Document \*\*\*\***

**Hidalgo County  
Arturo Guajardo Jr.  
County Clerk**

---

**Document Number: 2015-2624800**

**Recorded As : RECORDING ELECTRONIC**

**Recorded On: July 01, 2015**

**Recorded At: 05:30:41 pm**

**Number of Pages: 4**

**Recording Fee: \$34.00**

**Parties:**

**Direct-  
Indirect- NOT REQUIRED**

**Receipt Number: 1532079**

**Processed By: Imelda Leal**

---

**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.



**STATE OF TEXAS  
COUNTY OF HIDALGO**

I hereby certify that this instrument was FILED in the File Number sequence on the date/time  
printed herein, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, TX

December 7, 2021

**SWORN DOCUMENT AUTHORIZING TRANSFER OF TAX LIEN**

STATE OF TEXAS

§

COUNTY OF HIDALGO

§

After recording, return to:  
 Tax Ease Funding, LLC  
 14901 Quorum Dr. Ste 900  
 Dallas, TX 75254

Before me, the undersigned notary, on this day personally appeared ROGELIO OLVERA AND MARIA OLVERA, known to me to be the person(s) whose name(s) is/are subscribed below, and being duly sworn, upon oath depose and stated as follows:

"My name is ROGELIO OLVERA AND MARIA OLVERA. I am over 18 years of age and am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct. I or the entity I represent owns the real property described as follows:

Account No. or Property ID No.: See Exhibit A  
 Legal Description: See Exhibit A  
 Street Address, if applicable: See Exhibit A  
 Amount Paid for Transfer: **\$ 2,203.97** (including taxes, penalties, interest, & collection costs)  
 Tax Year(s): See Exhibit A  
 Transferee's Name: **Tax Ease Funding, LLC**  
 OCCC Property Tax License Lender No.: 17652-54550  
 Transferee's Street Address: 14901 Quorum Dr. Ste 900, Dallas, TX 75254

"Pursuant to Texas Tax Code §32.06, I hereby authorize the above-named transferee or transferee's agent (the "Transferee"), to pay all taxes, penalties, interest, and collection costs imposed by any and all local taxing units or their agents on the real property, described above, for the tax years listed above. I further authorize and direct the tax assessor-collector(s) for said taxing units to issue a tax receipt with the collector's seal of office or notarized signature to the Transferee and to certify that the taxes and any penalties and interest on the subject property and collection costs have been paid by the transferee on behalf of the owner, and the tax lien on the owner's property has been transferred to the Transferee.

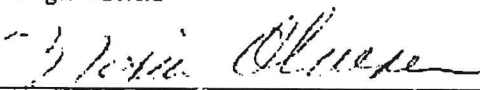
"I have been given notice that if this property is my homestead and I am disabled, I may be eligible for a tax deferral under Texas Tax Code §33.06."

Property Owner  
 OR Authorized  
 Representative

  
 Name: Rogelio Olvera

3/31/15  
 Date Signed

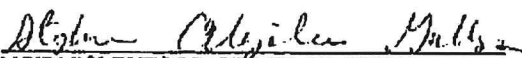
Property Owner  
 OR Authorized  
 Representative

  
 Name: Maria Olvera

3/31/15  
 Date Signed

STATE OF TEXAS  
 COUNTY OF HIDALGO

Subscribed and sworn to before me on 03/30/2015 by ROGELIO OLVERA AND MARIA OLVERA.

  
 NOTARY PUBLIC, STATE OF TEXAS



Account # 15024870 (County)  
 Current: 03/30/2015 / Original: 12/30/2014



# Tax Lien Transfer Exhibit A

Ln #: 15024870 - Owner: Olvera  
Current: 03/30/2015  
Original: 12/30/2014

| Tax ID #                  | Address             | City   | State | Zip | Lot | Block | Legal                                                       | Years Paid | Amount Due  |
|---------------------------|---------------------|--------|-------|-----|-----|-------|-------------------------------------------------------------|------------|-------------|
| 1<br>W2300-00-042-0023-00 | 100 E 6TH ST        | WESLAC | TX    |     |     |       | WESLACO ORIGINAL TOWNSITE BLK 42 LTS 23,24                  | 2014       | 2,203.97    |
| 2<br>W3800-00-795-0000-78 | MILE 5 NORTH        | WESLAC | TX    |     |     |       | WEST TRACT 99'-N693'-E220'-W660' FT 795 0.50AC              |            | 0.00        |
| 3<br>W3800-00-795-0000-74 | 1502 MILE 5 NORTH   | WESLAC | TX    |     |     |       | WEST TRACT N383.50'-E220'-W660' FT 795 1.94AC GR 1.79AC NET |            | 0.00        |
| 4<br>W2300-00-033-0019-00 | 419 S TEXAS BLVD    | WESLAC | TX    |     |     |       | WESLACO ORIGINAL TOWNSITE BLK 33 LT 19                      |            | 0.00        |
| 5<br>H2850-00-002-0008-00 | 1014 S MISSOURI AVE | WESLAC | TX    |     |     |       | HIGHLAND BLK 2 LT 8                                         |            | 0.00        |
| 6<br>L4850-01-002-0001-00 | 201 W 18TH ST       | WESLAC | TX    |     |     |       | LIVE OAK ESTATES #1 LOT 1 BLK 2                             |            | 0.00        |
| 7                         |                     |        |       |     |     |       |                                                             |            |             |
| 8                         |                     |        |       |     |     |       |                                                             |            |             |
| 9                         |                     |        |       |     |     |       |                                                             |            |             |
| 10                        |                     |        |       |     |     |       |                                                             |            |             |
| 11                        |                     |        |       |     |     |       |                                                             |            |             |
| 12                        |                     |        |       |     |     |       |                                                             |            |             |
| 13                        |                     |        |       |     |     |       |                                                             |            |             |
| 14                        |                     |        |       |     |     |       |                                                             |            |             |
| 15                        |                     |        |       |     |     |       |                                                             |            |             |
| 16                        |                     |        |       |     |     |       |                                                             |            |             |
| 17                        |                     |        |       |     |     |       |                                                             |            |             |
| 18                        |                     |        |       |     |     |       |                                                             |            |             |
| 19                        |                     |        |       |     |     |       |                                                             |            |             |
| 20                        |                     |        |       |     |     |       |                                                             |            |             |
| 21                        |                     |        |       |     |     |       |                                                             |            |             |
| 22                        |                     |        |       |     |     |       |                                                             |            |             |
| 23                        |                     |        |       |     |     |       |                                                             |            |             |
| 24                        |                     |        |       |     |     |       |                                                             |            |             |
| 25                        |                     |        |       |     |     |       |                                                             |            |             |
| Total Paid:               |                     |        |       |     |     |       |                                                             |            | \$ 2,203.97 |

County TLT

**CERTIFIED STATEMENT OF TRANSFER OF TAX LIEN**  
**7 TAC § 89.7029(c)**STATE OF TEXAS  
COUNTY OF HIDALGO§  
§

Date: \_\_\_\_\_

Account No. or Property ID No.: See Exhibit A

Legal Description: See Exhibit A

Street Address, if applicable: See Exhibit A

Taxing Unit(s): Hidalgo County, City of Weslaco, South Texas ISD, Drainage District #1, South Texas College & Weslaco ISD

Amount Paid for Transfer: **\$ 2,203.97** (including taxes, penalties, interest, & collection costs)

Tax Years: See Exhibit A

Property Owner(s)' Name(s): ROGELIO OLVERA AND MARIA OLVERA

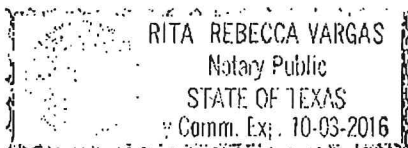
Transferee's Name: **Tax Ease Funding, LLC**

Transferee's Street Address: 14901 Quorum Dr. Ste 900, Dallas, TX 75254

I, Paul Villarreal, tax assessor-collector for Hidalgo County Tax Office and for all taxing units for which Hidalgo County Tax Office collects ad valorem taxes, certify that the above-named transferee or transferee's agent ("Transferee") has made payment of the amount listed above to the above-named taxing units on the property described above as consideration for a transfer of the tax lien(s), and that the tax lien(s) held by taxing units on the property for the tax years listed above are hereby transferred to Transferee in accordance with Texas Tax Code §32.06. I have issued a receipt to Transferee in conjunction with this certification reflecting payment for the transfer in the amount of taxes, penalties, interest, and collection costs.

Paul Villarreal,  
Tax Assessor-Collector

By: \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME on April 14, 2015 by PABLO (PAUL) VILLARREAL JR.; RTA

*Rita Rebecca Vargas*  
NOTARY PUBLIC, State of Texas

After recording, return to  
Tax Ease Funding, LLC  
14901 Quorum Dr. Ste 900  
Dallas, TX 75254

Account # 15024870 (County)  
Current: 03/30/2015 / Original: 12/30/2014



Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, Texas 78540

Document No: 2701743

Billable Pages: 3

Recorded On: April 07, 2016 10:48 AM

Number of Pages: 4

\*\*\*\*\*Examined and Charged as Follows\*\*\*\*\*

Total Recording: 44.00

\*\*\*\*\*THIS PAGE IS PART OF THE DOCUMENT\*\*\*\*\*

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document No: 2701743

Receipt No: 20160407000128

Recorded On: April 07, 2016 10:48 AM

Deputy Clerk: Pete Diaz

Station: CH-1-CC-K22

**Record and Return To:**

Logan UT 84321



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, Texas

December 7, 2021

## TAX LIEN CONTRACT ("Contract")

**Date:** 03/29/2016  
**Loan Number:** 16026311  
**Property Owner:** Rogelio Olvera  
(whether one or more) Maria Olvera  
PO Box 5537  
Houston, TX 77262  
**Tax Lien Transferee:** Tax Ease Funding, LLC  
14800 Landmark Blvd, Suite 400  
Dallas, TX 75254  
**Tax Payment Agreement:** Date: 03/29/2016  
Tax Obligation: \$11,401.19 (original amount)

**Property** (including any improvements) located in **Hidalgo County**, Texas and described as follows:

See Exhibit A

Located at: See Exhibit A, Weslaco, TX 78596

1. Pursuant to § 32.06, Texas Tax Code, Property Owner by execution of a sworn document did authorize Tax Lien Transferee to pay ad valorem taxes, penalties, interest and costs due on the Property to certain taxing units. Such sworn authorization permits the taxing units to transfer the tax liens on the Property to Tax Lien Transferee to secure payment of the Tax Obligation. Property Owner also executed the Tax Payment Agreement, and under its terms Property Owner shall pay to Tax Lien Transferee the Tax Obligation. The terms of the Tax Payment Agreement are incorporated herein.

2. In compliance with § 32.06 and § 32.065, Texas Tax Code, this Contract further secures the special tax lien against the Property transferred to Tax Lien Transferee for the Tax Obligation and secures the payment of all amounts previously or hereafter advanced, charged, or incurred in connection with transferred lien(s), this Contract, the Tax Payment Agreement, or modifications thereof, as agreed to by Property Owner, including taxes, penalties, interest, costs, fees, post-closing costs and fees, or other charges as permitted by law. Tax Lien Transferee is subrogated to rights, liens, remedies, and equities of the taxing units paid, and the same are renewed and extended by this Contract until all obligations under the Tax Payment Agreement are satisfied and paid in full.

3. An "Event of Default" is any failure by Property Owner to perform under this Contract or the Tax Payment Agreement. Upon an Event of Default, Tax Lien Transferee may proceed to foreclose its tax lien under any method provided in § 32.06(c), Texas Tax Code. In accordance with section 32.06, Texas Tax Code, Property Owner hereby waives the requirement that Tax Lien Transferee wait one year from the date the tax lien transfer is recorded before instituting foreclosure following a default and acceleration. This Contract shall not restrict Tax Lien Transferee from pursuing any remedy to which it is otherwise entitled by law.

4. This Contract shall be recorded in each county in which the Property is located. When the context requires, singular nouns and pronouns include the plural.



ROGELIO & MARIA OLVERA

LOAN NUMBER: 16026311

EXHIBIT "A"

419 S. TEXAS BLVD.

ALL OF LOT 19, BLOCK 33, ORIGINAL TOWNSITE OF WESLACO, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 30, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

100 E. 6<sup>TH</sup> STREET

ALL OF LOTS 23 AND 24, BLOCK 42, ORIGINAL TOWNSITE OF WESLACO, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGE 30, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

1502 MILE 5 NORTH & MILE 5 NORTH

THE SOUTH 99.0 FEET OF THE NORTH 693.00 FEET OF THE EAST 220.00 FEET OF THE WEST 660.0 FEET AND THE NORTH 383.50 FEET OF THE EAST 220.0 FEET OF THE WEST 660.0 FEET OF FARM TRACT 795, THE WEST AND ADAMS TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGES 34 THROUGH 37, MAP RECORDS, IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

1014 S. MISSOURI AVENUE

LOT 8, BLOCK 2, THE HIGHLANDS SUBDIVISION, AN ADDITION TO THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME 3, PAGE 58, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

✓

Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, Texas 78540

Document No: 2703476

Billable Pages: 3

Recorded On: April 14, 2016 07:45 AM

Number of Pages: 4

\*\*\*\*\*Examined and Charged as Follows\*\*\*\*\*

Total Recording: 44.00

\*\*\*\*\*THIS PAGE IS PART OF THE DOCUMENT\*\*\*\*\*

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document No: 2703476

Receipt No: 20160413000151

Recorded On: April 14, 2016 07:45 AM

Deputy Clerk: Mary Lou Cantu

Station: CH-1-CC-K13

**Record and Return To:**

Logan UT 84321



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, Texas

December 7, 2021



**CERTIFIED STATEMENT OF TRANSFER OF TAX LIEN**  
7 TAC § 89.7029(c)

STATE OF TEXAS  
COUNTY OF HIDALGO

§  
§

Date: \_\_\_\_\_

Account No. or Property ID No.: See Exhibit A  
Legal Description: See Exhibit A  
Street Address, if applicable: See Exhibit A  
Taxing Unit(s): HIDALGO COUNTY, CITY OF WESLACO, WESLACO ISD, DRAINAGE DIST #1, SOUTH TEXAS COLLEGE & SOUTH TEXAS ISD  
Amount Paid for Transfer: **\$ 9,899.31** (including taxes, penalties, interest, & collection costs)  
Tax Years: See Exhibit A  
Property Owner(s)' Name(s): ROGELIO OLVERA AND MARIA OLVERA  
Transferee's Name: **Tax Ease Funding, LLC**  
Transferee's Street Address: 14800 Landmark Blvd, Suite 400, Dallas, TX 75254

I, Paul Villarreal, tax assessor-collector for Hidalgo County Tax Office and for all taxing units for which Hidalgo County Tax Office collects ad valorem taxes, certify that the above-named transferee or transferee's agent ("Transferee") has made payment of the amount listed above to the above-named taxing units on the property described above as consideration for a transfer of the tax lien(s), and that the tax lien(s) held by taxing units on the property for the tax years listed above are hereby transferred to Transferee in accordance with Texas Tax Code §32.06. I have issued a receipt to Transferee in conjunction with this certification reflecting payment for the transfer in the amount of taxes, penalties, interest, and collection costs.

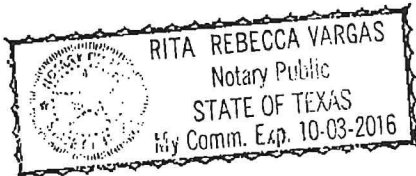
Paul Villarreal,  
Tax Assessor-Collector

By: \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME on

April 8, 2016

by PABLO (PAUL) VILLARREAL JR., PCC



Rita Rebecca Vargas  
NOTARY PUBLIC, State of Texas

After recording, return to  
Tax Ease Funding, LLC  
14800 Landmark Blvd, Suite 400  
Dallas, TX 75254

Account # 16026311 (County)  
Current: 03/29/2016 / Original: //

**SWORN DOCUMENT AUTHORIZING TRANSFER OF TAX LIEN**

STATE OF TEXAS §

COUNTY OF HIDALGO §

After recording, return to:  
Tax Ease Funding, LLC  
14800 Landmark Blvd, Suite 400  
Dallas, TX 75254

Before me, the undersigned notary, on this day personally appeared ROGELIO OLVERA AND MARIA OLVERA, known to me to be the person(s) whose name(s) is/are subscribed below, and being duly sworn, upon oath deposed and stated as follows:

"My name is ROGELIO OLVERA AND MARIA OLVERA. I am over 18 years of age and am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct. I or the entity I represent owns the real property described as follows:

Account No. or Property ID No.: See Exhibit A  
Legal Description: See Exhibit A  
Street Address, if applicable: See Exhibit A  
Amount Paid for Transfer: \$ 9,899.31 (including taxes, penalties, interest, & collection costs)  
Tax Year(s): See Exhibit A  
Transferee's Name: Tax Ease Funding, LLC  
OCCC Property Tax License Lender No.: 17652-54550  
Transferee's Street Address: 14800 Landmark Blvd, Suite 400, Dallas, TX 75254

"Pursuant to Texas Tax Code §32.06, I hereby authorize the above-named transferee or transferee's agent (the "Transferee"), to pay all taxes, penalties, interest, and collection costs imposed by any and all local taxing units or their agents on the real property, described above, for the tax years listed above. I further authorize and direct the tax assessor-collector(s) for said taxing units to issue a tax receipt with the collector's seal of office or notarized signature to the Transferee and to certify that the taxes and any penalties and interest on the subject property and collection costs have been paid by the transferee on behalf of the owner, and the tax lien on the owner's property has been transferred to the Transferee.

"I have been given notice that if this property is my homestead and I am disabled, I may be eligible for a tax deferral under Texas Tax Code §33.06."

Property Owner  
OR Authorized  
Representative

Name: Rogelio Olvera

3/30/16  
Date Signed

Property Owner  
OR Authorized  
Representative

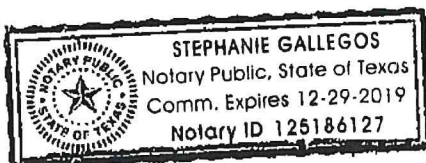
Name: Maria Olvera

3-30-16  
Date Signed

STATE OF TEXAS  
COUNTY OF HARRIS

Subscribed and sworn to before me on 03/29/2016 by ROGELIO OLVERA AND MARIA OLVERA.

Notary Public, State of Texas



Account # 16026311 (County)  
Current: 03/29/2016 / Original: //



## Tax Lien Transfer Exhibit A

Ln #: 16026311 - Owner: Olivera  
Current: 03/29/2016  
Original: //

|             | Tax ID #              | Address             | City   | State | Zip | Lot | Block | Legal                                                       | Years Paid | Amount Due  |
|-------------|-----------------------|---------------------|--------|-------|-----|-----|-------|-------------------------------------------------------------|------------|-------------|
| 1           | 'W2300-00-042-0023-00 | 100 E 6TH ST        | WESLAC | TX    |     |     |       | WESLACO ORIGINAL TOWNSITE BLK 42 LTS                        | 2015       | 2,519.75    |
| 2           | 'W3800-00-795-0000-78 | MILE 5 NORTH        | WESLAC | TX    |     |     |       | WEST TRACT S99'-N693'-E220'-W660' FT 795 0.50AC             | 2015       | 642.22      |
| 3           | 'W3800-00-795-0000-74 | 1502 MILE 5 NORTH   | WESLAC | TX    |     |     |       | WEST TRACT N383.50'-E220'-W660' FT 795 1.94AC GR 1.79AC NET | 2015       | 1,600.96    |
| 4           | 'W2300-00-033-0019-00 | 419 S TEXAS BLVD    | WESLAC | TX    |     |     |       | WESLACO ORIGINAL TOWNSITE BLK 33 LT 19                      | 2015       | 4,035.07    |
| 5           | 'H2850-00-002-0008-00 | 1014 S MISSOURI AVE | WESLAC | TX    |     |     |       | HIGHLAND BLK 2 LT 8                                         | 2015       | 1,101.31    |
| 6           |                       |                     |        |       |     |     |       |                                                             |            |             |
| 7           |                       |                     |        |       |     |     |       |                                                             |            |             |
| 8           |                       |                     |        |       |     |     |       |                                                             |            |             |
| 9           |                       |                     |        |       |     |     |       |                                                             |            |             |
| 10          |                       |                     |        |       |     |     |       |                                                             |            |             |
| 11          |                       |                     |        |       |     |     |       |                                                             |            |             |
| 12          |                       |                     |        |       |     |     |       |                                                             |            |             |
| 13          |                       |                     |        |       |     |     |       |                                                             |            |             |
| 14          |                       |                     |        |       |     |     |       |                                                             |            |             |
| 15          |                       |                     |        |       |     |     |       |                                                             |            |             |
| 16          |                       |                     |        |       |     |     |       |                                                             |            |             |
| 17          |                       |                     |        |       |     |     |       |                                                             |            |             |
| 18          |                       |                     |        |       |     |     |       |                                                             |            |             |
| 19          |                       |                     |        |       |     |     |       |                                                             |            |             |
| 20          |                       |                     |        |       |     |     |       |                                                             |            |             |
| 21          |                       |                     |        |       |     |     |       |                                                             |            |             |
| 22          |                       |                     |        |       |     |     |       |                                                             |            |             |
| 23          |                       |                     |        |       |     |     |       |                                                             |            |             |
| 24          |                       |                     |        |       |     |     |       |                                                             |            |             |
| 25          |                       |                     |        |       |     |     |       |                                                             |            |             |
| Total Paid: |                       |                     |        |       |     |     |       |                                                             |            | \$ 9,899.31 |

County TLT

Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, Texas 78540

Document No: 2861773

Billable Pages: 2

Recorded On: October 31, 2017 02:10 PM

Number of Pages: 3

\*\*\*\*\*Examined and Charged as Follows\*\*\*\*\*

Total Recording: \$ 40.00

\*\*\*\*\*THIS PAGE IS PART OF THE DOCUMENT\*\*\*\*\*

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document No: 2861773  
Receipt No: 20171031000295  
Recorded On: October 31, 2017 02:10 PM  
Deputy Clerk: Pete Diaz  
Station: Mcallen-CC-K22.hccm.com

**Record and Return To:**

Simplifile  
  
PROVO UT 84604



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, Texas

December 7, 2021



**TAX LIEN CONTRACT**

|                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                           |                                                                                                                                                              |
|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Property Owner(s):</b>                | Rogelio Olvera, Maria Olvera                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Tax Lien Holder:</b>                   | Propel Financial Services, LLC, its successors and/or assigns                                                                                                |
| <b>Property Owner's Mailing Address:</b> | P. O. Box 5537<br>Houston, TX 77262                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Tax Lien Holder's Mailing Address:</b> | P.O. Box 100350, San Antonio, TX 78201                                                                                                                       |
| <b>Property:</b>                         | <p>LOT 8, BLOCK 2, THE HIGHLAND SUBDIVISION, AN ADDITION TO THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME 3, PAGE 58, MAP RECORDS OF HIDALGO COUNTY, TEXAS.</p> <p>THE NORTH 383.56 FEET OF THE EAST 220.0 FEET OF THE WEST 660.0 FEET OF FARM TRACT 795, THE WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGES 34 THROUGH 37, MAP RECORDS, IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.</p> <p>ALL OF LOT 19, BLOCK 33, ORIGINAL TOWNSITE OF WESLACO, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 30, MAP RECORDS OF HIDALGO COUNTY, TEXAS.</p> <p>ALL OF LOTS 23 AND 24, BLOCK 42, ORIGINAL TOWNSITE OF WESLACO, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGE 30, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.</p> |                                           |                                                                                                                                                              |
| <b>Tax Account Number(s):</b>            | H285000002000800<br>W380000795000074<br>W230000033001900<br>W230000042002300                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Property Address:</b>                  | 1014 S Missouri Ave , Weslaco, TX 78596<br>1502 Mile 5 North , Weslaco, TX 78596<br>419 S Texas Blvd , Weslaco, TX 78596<br>100 E 6th St , Weslaco, TX 78596 |

Under the provisions of § 32.06, Texas Tax Code, Property Owner authorized Tax Lien Holder to pay ad valorem taxes, penalties, interest, costs and fees due on the Property to the taxing units. Property Owner has executed a Property Tax Payment Agreement ("Payment Agreement") of even date with this Tax Lien Contract ("Contract") and agreed to pay Tax Lien Holder such total tax lien payment amounts and closing costs as permitted by law totaling **\$12,344.18** ("Funds Advanced") under the terms of the Payment Agreement and this Contract. Property Owner also executed an affidavit permitting the taxing units to transfer the tax liens on the Property to Tax Lien Holder to secure payment of the Funds Advanced.

For value received, Property Owner and Tax Lien Holder act and agree as follows:

- Property Owner agrees to obey all laws, ordinances, and restrictive covenants applicable to the property. Property Owner agrees to keep the property in good repair and condition and to preserve the lien's priority as it is established in this Contract.
- This Contract, in accordance with § 351.002 (2) (c), Texas Finance Code and § 32.06 and § 32.065, Texas Tax Code, further secures the special tax lien against the Property transferred to Tax Lien Holder for the Funds Advanced and secures the payment of all amounts previously or hereafter advanced, charged, or incurred in connection with the transferred lien, this Contract, or the Payment Agreement, as agreed to by Property Owner, including taxes, penalties, interest, costs, fees, or other charges.
- Tax Lien Holder is subrogated to the rights, liens, remedies, and equities of the transferring taxing units, and the same are renewed and extended by this Contract until all obligations under the Payment Agreement are satisfied and paid in full.
- An "Event of Default" herein is any failure by Property Owner to perform under this Contract or the Payment Agreement. The terms of the Payment Agreement are incorporated herein.
- Upon an Event of Default, Tax Lien Holder may institute proceedings to foreclose its lien under any method provided in § 32.06(e), Texas Tax Code, within one year from the date the tax lien transfer is recorded or thereafter. This contract does not restrict Tax Lien Holder from pursuing any remedy to which it is otherwise entitled by law.
- This Contract and any sworn document and affidavit attesting to the transfer of tax lien shall be recorded in each county in which the Property is located. When the context requires, singular nouns and pronouns include the plural.

TAX LIEN CONTRACT

ACCOUNT NO.: P171069509

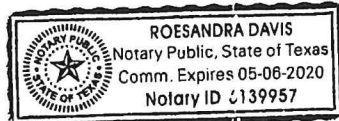
Page 1 of 2

Executed on the 26th day of October 2017.

PROPERTY OWNER(S):  
Rogelio Olvera  
Rogelio Olvera  
Maria Olvera  
Maria Olvera

STATE OF TX  
COUNTY OF Harris

This instrument was acknowledged before me on the 26th day of October 2017 by Rogelio Olvera, Maria Olvera.



Roesandra Davis  
Notary Public, State of TX

TAX LIEN HOLDER:  
Propel Financial Services, LLC

Margaret Gillespie, Mariana Galvan, Amber Reeves, Elizabeth Verduzco  
Margaret Gillespie, Mariana Galvan, Amber Reeves, Elizabeth Verduzco or \_\_\_\_\_

STATE OF TEXAS )

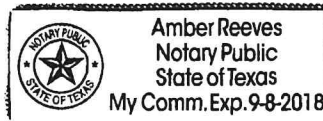
COUNTY OF BEXAR )

This instrument was acknowledged before me on the 31 day of October 2017 by Margaret Gillespie, Mariana Galvan, Amber Reeves, Elizabeth Verduzco, or \_\_\_\_\_, Authorized Representative of Propel Financial Services, LLC.

Amber Reeves  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Propel Financial Services, LLC  
P.O. Box 100350  
San Antonio, Texas 78201



TAX LIEN CONTRACT

ACCOUNT NO.: P171069509

Page 2 of 2



Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, Texas 78540

Document No: 2865970

Billable Pages: 1

Recorded On: November 16, 2017 01:45 PM

Number of Pages: 2

\*\*\*\*\*Examined and Charged as Follows\*\*\*\*\*

Total Recording: \$ 36.00

\*\*\*\*\*THIS PAGE IS PART OF THE DOCUMENT\*\*\*\*\*

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document No: 2865970  
Receipt No: 20171116000221  
Recorded On: November 16, 2017 01:45 PM  
Deputy Clerk: Pete Diaz  
Station: Mcallen-CC-K22.hccm.com

**Record and Return To:**

Simplifile

PROVO UT 84604



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, Texas

December 7, 2021

7 TAC §89.702 (c)

STATE OF TEXAS  
COUNTY OFHidalgo§  
§

DATE: October 26, 2017

**CERTIFIED STATEMENT OF TRANSFER OF TAX LIEN**Account No. or Property ID No.:  
Legal Description:W380000795000074  
WEST TRACT N383.50'-E220'-W660' FT 795  
1.94AC GR 1.79AC NET and for long legal description, see Section  
32.065 Tax Lien Contract, dated October 26, 2017, filed in conjunction  
with this Lien, in the Official Public Records, Hidalgo County, Texas.  
1502 Mile 5 North, Weslaco, TX 78596 Hidalgo County  
Hidalgo County and all political subdivisions and districts for which it  
collects ad valorem taxes.Street Address, if applicable:  
Taxing Unit(s):Amount Paid for Transfer (including taxes, penalties,  
interest, and collection costs):

\$2,036.32

Tax Year(s):

2016

Property Owner(s)' Name(s):

Rogelio Olvera, Maria Olvera

Transferee's Name:

Propel Financial Services, LLC

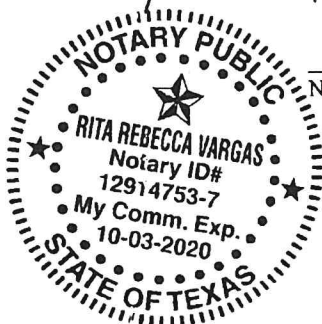
Transferee's Street Address:

12672 Silicon Drive, Suite 150  
San Antonio, TX 78249

I, Pablo "Paul" Villarreal Jr., Tax Assessor-Collector for Hidalgo County and for all taxing units for which Hidalgo County collects ad valorem taxes, certify that the above named transferee or transferee's agent ("Transferee") has made payment of the amount listed above to the above-named taxing units on the property described above as consideration for the transfer of the tax lien(s), and that the tax lien(s) held by taxing units on the property for the tax years listed above are hereby transferred to Transferee in accordance with the Tax Code §32.06. I have issued a receipt to Transferee in conjunction with this certification reflecting the payment for the transfer by the transferee of taxes, penalties, interest, and collection costs.

Pablo "Paul" Villarreal Jr.  
Hidalgo County Tax Assessor-Collector

By: \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME on November 7, 2017 by Pablo "Paul" Villarreal Jr..After recording return to:  
Propel Financial Services, LLC  
P.O. Box 100350  
San Antonio, TX 78201Rita Rebecca Vargas  
Notary Public, State of Texas

P171069509



Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, Texas 78540

Document No: 2907973

Billable Pages: 4

Recorded On: April 18, 2018 12:18 PM

Number of Pages: 5

\*\*\*\*\*Examined and Charged as Follows\*\*\*\*\*

Total Recording: \$ 48.00

\*\*\*\*\*THIS PAGE IS PART OF THE DOCUMENT\*\*\*\*\*

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document No: 2907973  
Receipt No: 20180418000187  
Recorded On: April 18, 2018 12:18 PM  
Deputy Clerk: Amabely Rodriguez  
Station: Mcallen-CC-K23

**Record and Return To:**

Simplifile  
5072 North 300 West  
  
PROVO UT 84604



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, Texas

December 7, 2021

**TAX LIEN CONTRACT**

|                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                           |                                                                                                                                                                                                  |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Property Owner(s):</b>                | Rogelio Olvera, Maria Olvera                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Tax Lien Holder:</b>                   | Propel Financial Services, LLC, its successors and/or assigns                                                                                                                                    |
| <b>Property Owner's Mailing Address:</b> | P. O. Box 5537<br>Houston, TX 77262                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Tax Lien Holder's Mailing Address:</b> | P.O. Box 100350, San Antonio, TX 78201                                                                                                                                                           |
| <b>Property:</b>                         | <p>LOT 8, BLOCK 2, THE HIGHLAND SUBDIVISION, AN ADDITION TO THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME 3, PAGE 58, MAP RECORDS OF HIDALGO COUNTY, TEXAS.</p> <p>THE SOUTH 99.0 FEET OF THE NORTH 693.0 FEET OF THE EAST 220.00 FEET OF THE WEST 660.0 FEET AND THE NORTH 383.50 FEET OF THE EAST 220.0 FEET OF THE WEST 660.0 FEET OF FARM TRACT 795, THE WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGES 34 THROUGH 37, MAP RECORDS, IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.</p> <p>ALL OF LOT 19, BLOCK 33, ORIGINAL TOWNSITE OF WESLACO, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 30, MAP RECORDS OF HIDALGO COUNTY, TEXAS.</p> <p>ALL OF LOTS 23 AND 24, BLOCK 42, ORIGINAL TOWNSITE OF WESLACO, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGE 30, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.</p> |                                           |                                                                                                                                                                                                  |
| <b>Tax Account Number(s):</b>            | See Exhibit A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Property Address:</b>                  | 1014 S Missouri Ave , Weslaco, TX 78596<br>1502 Mile 5 North , Weslaco, TX 78596<br>419 S Texas Blvd , Weslaco, TX 78596<br>100 E 6th St , Weslaco, TX 78596<br>Mile 5 North , Weslaco, TX 78596 |

Under the provisions of § 32.06, Texas Tax Code, Property Owner authorized Tax Lien Holder to pay ad valorem taxes, penalties, interest, costs and fees due on the Property to the taxing units. Property Owner has executed a Property Tax Payment Agreement ("Payment Agreement") of even date with this Tax Lien Contract ("Contract") and agreed to pay Tax Lien Holder such total tax lien payment amounts and closing costs as permitted by law totaling \$12,896.58 ("Funds Advanced") under the terms of the Payment Agreement and this Contract. Property Owner also executed an affidavit permitting the taxing units to transfer the tax liens on the Property to Tax Lien Holder to secure payment of the Funds Advanced.

For value received, Property Owner and Tax Lien Holder act and agree as follows:

- Property Owner agrees to obey all laws, ordinances, and restrictive covenants applicable to the property. Property Owner agrees to keep the property in good repair and condition and to preserve the lien's priority as it is established in this Contract.
- This Contract, in accordance with § 351.002 (2) (c), Texas Finance Code and § 32.06 and § 32.065, Texas Tax Code, further secures the special tax lien against the Property transferred to Tax Lien Holder for the Funds Advanced and secures the payment of all amounts previously or hereafter advanced, charged, or incurred in connection with the transferred lien, this Contract, or the Payment Agreement, as agreed to by Property Owner, including taxes, penalties, interest, costs, fees, or other charges.
- Tax Lien Holder is subrogated to the rights, liens, remedies, and equities of the transferring taxing units, and the same are renewed and extended by this Contract until all obligations under the Payment Agreement are satisfied and paid in full.
- An "Event of Default" herein is any failure by Property Owner to perform under this Contract or the Payment Agreement. The terms of the Payment Agreement are incorporated herein.
- Upon an Event of Default, Tax Lien Holder may institute proceedings to foreclose its lien under any method provided in § 32.06(c), Texas Tax Code, within one year from the date the tax lien transfer is recorded or thereafter. This contract does not restrict Tax Lien Holder from pursuing any remedy to which it is otherwise entitled by law.



6. This Contract and any sworn document and affidavit attesting to the transfer of tax lien shall be recorded in each county in which the Property is located. When the context requires, singular nouns and pronouns include the plural.

**TAX LIEN CONTRACT**

**ACCOUNT NO.: P180470556**

**Page 2 of 3**

December 7, 2021

Executed on the 13th day of April 2018.

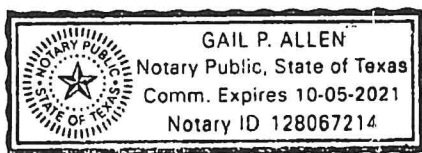
PROPERTY OWNER(S):

Rogelio Olvera

Maria Olvera

STATE OF TexasCOUNTY OF Harris

This instrument was acknowledged before me on the 13th day of April 2018 by Rogelio Olvera, Maria Olvera.



Gail P. Allen  
Notary Public, State of Texas

TAX LIEN HOLDER:

Propel Financial Services, LLC

Margaret Gillespie, Amber Reeves, Elizabeth Verduzco or

STATE OF TEXAS )

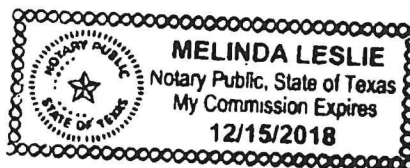
COUNTY OF BEXAR )

This instrument was acknowledged before me on the 18 day of April, 2018 by Margaret Gillespie, ~~Amber Reeves, Elizabeth Verduzco, or~~ Authorized Representative of Propel Financial Services, LLC.

Melinda Leslie  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Propel Financial Services, LLC  
P.O. Box 100350  
San Antonio, Texas 78201



TAX LIEN CONTRACT

ACCOUNT NO.: P180470556

Page 3 of 3



**Exhibit A to TLC**

| Account Number: P180470556 |                  |                                                             |                     |         |    |       |
|----------------------------|------------------|-------------------------------------------------------------|---------------------|---------|----|-------|
| County Name                | Tax Account #    | Short Legal Description                                     | Property Address    |         |    |       |
| Hidalgo                    | H285000002000800 | HIGHLAND BLK 2 LT 8                                         | 1014 S Missouri Ave | Weslaco | TX | 78596 |
| Hidalgo                    | W380000795000074 | WEST TRACT N383.50'-E220'-W660' FT 795 1.94AC GR 1.79AC NET | 1502 Mile 5 North   | Weslaco | TX | 78596 |
| Hidalgo                    | W230000033001900 | WESLACO ORIGINAL TOWNSITE BLK 33 LT 19                      | 419 S Texas Blvd    | Weslaco | TX | 78596 |
| Hidalgo                    | W230000042002300 | WESLACO ORIGINAL TOWNSITE BLK 42 LTS 23, 24                 | 100 E 6th St        | Weslaco | TX | 78596 |
| Hidalgo                    | W380000795000078 | WEST TRACT S99'-N693'-E220'-W660' FT 795 0.50AC             | Mile 5 North        | Weslaco | TX | 78596 |

Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, Texas 78540

Document No: 2913461

Billable Pages: 2

Recorded On: May 07, 2018 09:43 AM

Number of Pages: 3

\*\*\*\*\*Examined and Charged as Follows\*\*\*\*\*

Total Recording: \$ 40.00

\*\*\*\*\*THIS PAGE IS PART OF THE DOCUMENT\*\*\*\*\*

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document No: 2913461  
Receipt No: 20180507000071  
Recorded On: May 07, 2018 09:43 AM  
Deputy Clerk: Aurelio Aleman  
Station: CH-1-CC-K15

**Record and Return To:**

Simplifile  
5072 North 300 West  
  
PROVO UT 84604



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, Texas

December 7, 2021



7 TAC §89.702 (c)

STATE OF TEXAS  
COUNTY OF Hidalgo§  
§

DATE: April 13, 2018

## CERTIFIED STATEMENT OF TRANSFER OF TAX LIEN

Account No. or Property ID No.:  
Legal Description:See Exhibit A  
See Exhibit A and for long legal description, see Section 32.065 Tax Lien Contract, dated April 13, 2018, filed in conjunction with this Lien, in the Official Public Records, Hidalgo County, Texas.Street Address, if applicable:  
Taxing Unit(s):See Exhibit A  
Hidalgo County and all political subdivisions and districts for which it collects ad valorem taxes.

Amount Paid for Transfer (including taxes, penalties, interest, and collection costs):

\$11,597.58

Tax Year(s):

See Exhibit A

Property Owner(s)' Name(s):

Rogelio Olvera, Maria Olvera

Transferee's Name:

Propel Financial Services, LLC

Transferee's Street Address:

12672 Silicon Drive, Suite 150  
San Antonio, TX 78249

I, Pablo "Paul" Villarreal Jr., Tax Assessor-Collector for Hidalgo County and for all taxing units for which Hidalgo County collects ad valorem taxes, certify that the above named transferee or transferee's agent ("Transferee") has made payment of the amount listed above to the above-named taxing units on the property described above as consideration for the transfer of the tax lien(s), and that the tax lien(s) held by taxing units on the property for the tax years listed above are hereby transferred to Transferee in accordance with Texas Tax Code §32.06. I have issued a receipt to Transferee in conjunction with this certification reflecting the payment for the transfer of the amount of taxes, penalties, interest, and collection costs.

Pablo "Paul" Villarreal Jr.  
Hidalgo County Tax Assessor-Collector

By: Pablo (Paul) Villarreal Jr.SUBSCRIBED AND SWORN BEFORE ME on May 1, 2018 by Pablo "Paul" Villarreal Jr..

Rita Rebecca Vargas  
Notary Public, State of Texas

After recording return to:  
Propel Financial Services, LLC  
P.O. Box 100350  
San Antonio, TX 78201



P180470556

## Exhibit A to TLT

| Account Number: P180470556 |                  |                                                                    |                     |         |    |       |                |             |
|----------------------------|------------------|--------------------------------------------------------------------|---------------------|---------|----|-------|----------------|-------------|
| County Name                | Tax Account #    | Short Legal Description                                            | Property Address    |         |    |       | Tax Years Owed | Amount Due  |
| Hidalgo                    | H285000002000800 | HIGHLAND BLK 2 LT 8                                                | 1014 S Missouri Ave | Weslaco | TX | 78596 | 2017           | \$1,220.97  |
| Hidalgo                    | W380000795000074 | WEST TRACT N383.50'-<br>E220'-W660' FT 795 1.94AC<br>GR 1.79AC NET | 1502 Mile 5 North   | Weslaco | TX | 78596 | 2017           | \$1,625.99  |
| Hidalgo                    | W230000033001900 | WESLACO ORIGINAL<br>TOWNSITE BLK 33 LT 19                          | 419 S Texas Blvd    | Weslaco | TX | 78596 | 2017           | \$3,452.91  |
| Hidalgo                    | W230000042002300 | WESLACO ORIGINAL<br>TOWNSITE BLK 42 LTS<br>23,24                   | 100 E 6th St        | Weslaco | TX | 78596 | 2017           | \$3,786.36  |
| Hidalgo                    | W380000795000078 | WEST TRACT S99'-N693'-<br>E220'-W660' FT 795 0.50AC                | Mile 5 North        | Weslaco | TX | 78596 | 2016-2017      | \$1,511.35  |
|                            |                  |                                                                    |                     |         |    |       |                | \$11,597.58 |



Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, Texas 78540

Document No: 3028039

Billable Pages: 2

Recorded On: July 03, 2019 11:15 AM

Number of Pages: 3

\*\*\*\*\*Examined and Charged as Follows\*\*\*\*\*

Total Recording: \$ 40.00

\*\*\*\*\*THIS PAGE IS PART OF THE DOCUMENT\*\*\*\*\*

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document No: 3028039  
Receipt No: 20190703000145  
Recorded On: July 03, 2019 11:15 AM  
Deputy Clerk: Elisa Castillo  
Station: CH-1-CC-K31

**Record and Return To:**

Simplifile  
5072 North 300 West  
  
PROVO UT 84604



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, Texas

December 7, 2021

### TAX LIEN CONTRACT

|                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                           |                                                                                                                                                                                              |
|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Property Owner(s):</b>                | Rogelio Olvera, Maria Olvera                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Tax Lien Holder:</b>                   | Propel Tax, its successors and/or assigns                                                                                                                                                    |
| <b>Property Owner's Mailing Address:</b> | PO Box 5537 Houston, TX 77262-5537                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Tax Lien Holder's Mailing Address:</b> | P.O. Box 100350<br>San Antonio, TX 78201                                                                                                                                                     |
| <b>Property:</b>                         | <p>LOT 8, BLOCK 2, THE HIGHLAND SUBDIVISION, AN ADDITION TO THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME 3, PAGE 58, MAP RECORDS OF HIDALGO COUNTY, TEXAS.</p> <p>THE SOUTH 99.0 FEET OF THE NORTH 693.0 FEET OF THE EAST 220.00 FEET OF THE WEST 660.0 FEET AND THE NORTH 383.50 FEET OF THE EAST 220.0 FEET OF THE WEST 660.0 FEET OF FARM TRACT 795, THE WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGES 34 THROUGH 37, MAP RECORDS, IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.</p> <p>ALL OF LOT 19, BLOCK 33, ORIGINAL TOWNSITE OF WESLACO, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 30, MAP RECORDS OF HIDALGO COUNTY, TEXAS.</p> <p>LOT 1, J. MURREY HOCKE SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME 10, PAGE 30, MAP RECORDS, HIDALGO COUNTY, TEXAS.</p> |                                           |                                                                                                                                                                                              |
| <b>Tax Account Number(s):</b>            | H285000002000800<br>W380000795000074<br>W230000033001900<br>W380000795000078<br>H435000000000100                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Property Address:</b>                  | 1014 S Missouri Ave, Weslaco, TX 78596<br>1502 Mile 5 North, Weslaco, TX 78596<br>419 S Texas Blvd, Weslaco, TX 78596<br>Mile 5 North, Weslaco, TX 78596<br>715 W 18th St, Weslaco, TX 78596 |

Under the provisions of § 32.06, Texas Tax Code, Property Owner authorized Tax Lien Holder to pay ad valorem taxes, penalties, interest, costs and fees due on the Property to the taxing units. Property Owner has executed a Property Tax Payment Agreement ("Payment Agreement") of even date with this Tax Lien Contract ("Contract") and agreed to pay Tax Lien Holder such total tax lien payment amounts and closing costs as permitted by law totaling \$13,624.70 ("Funds Advanced") under the terms of the Payment Agreement and this Contract. Property Owner also executed an affidavit permitting the taxing units to transfer the tax liens on the Property to Tax Lien Holder to secure payment of the Funds Advanced.

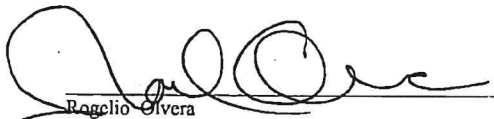
For value received, Property Owner and Tax Lien Holder act and agree as follows:

- Property Owner agrees to obey all laws, ordinances, and restrictive covenants applicable to the property. Property Owner agrees to keep the property in good repair and condition and to preserve the lien's priority as it is established in this Contract.
- This Contract, in accordance with § 351.002 (2) (c), Texas Finance Code and § 32.06 and § 32.065, Texas Tax Code, further secures the special tax lien against the Property transferred to Tax Lien Holder for the Funds Advanced and secures the payment of all amounts previously or hereafter advanced, charged, or incurred in connection with the transferred lien, this Contract, or the Payment Agreement, as agreed to by Property Owner, including taxes, penalties, interest, costs, fees, or other charges.
- Tax Lien Holder is subrogated to the rights, liens, remedies, and equities of the transferring taxing units, and the same are renewed and extended by this Contract until all obligations under the Payment Agreement are satisfied and paid in full.
- An "Event of Default" herein is any failure by Property Owner to perform under this Contract or the Payment Agreement. The terms of the Payment Agreement are incorporated herein.
- Upon an Event of Default, Tax Lien Holder may institute proceedings to foreclose its lien under any method provided in § 32.06(c), Texas Tax Code, within one year from the date the tax lien transfer is recorded or thereafter. Tax Lien Holder may pursue any remedy allowed under the law to enforce this Contract or the Payment Agreement, including but not limited to, foreclosure in any manner provided by law.
- This Contract and any sworn document and affidavit attesting to the transfer of tax lien shall be recorded in each county in which the Property is located. When the context requires, singular nouns and pronouns include the plural.



Executed on the 27th day of June 2019.

PROPERTY OWNER(S):

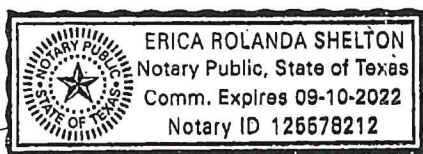
  
Rogelio Olvera

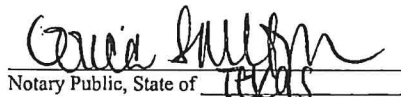
  
Maria Olvera

STATE OF Texas )

COUNTY OF Hidalgo )

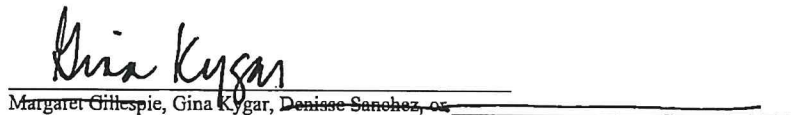
This instrument was acknowledged before me on the 27th day of June 2019 by Rogelio Olvera, Maria Olvera.



  
Notary Public, State of Texas

TAX LIEN HOLDER:

Propel Tax

  
Margaret Gillespie, Gina Kygar, Denisse Sanchez, or \_\_\_\_\_

STATE OF TEXAS )

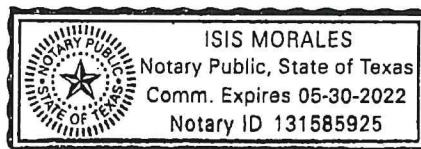
COUNTY OF BEXAR )

This instrument was acknowledged before me on the 27th day of July 2019 by Margaret Gillespie, Gina Kygar, ~~Denisse Sanchez~~, or \_\_\_\_\_, Authorized Representative of Propel Tax.

  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Propel Tax  
P.O. Box 100350  
San Antonio, TX 78201



Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, Texas 78540

Document No: 3031984

Billable Pages: 2

Recorded On: July 18, 2019 11:31 AM

Number of Pages: 3

\*\*\*\*\*Examined and Charged as Follows\*\*\*\*\*

Total Recording: \$ 40.00

\*\*\*\*\*THIS PAGE IS PART OF THE DOCUMENT\*\*\*\*\*

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document No: 3031984  
Receipt No: 20190718000154  
Recorded On: July 18, 2019 11:31 AM  
Deputy Clerk: Joey Eufracio  
Station: CH-1-CC-K12

**Record and Return To:**

Simplifile  
5072 North 300 West  
  
PROVO UT 84604



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, Texas

December 7, 2021



7 TAC §89.702 (c)

STATE OF TEXAS  
COUNTY OF Hidalgo

DATE: June 27, 2019

**CERTIFIED STATEMENT OF TRANSFER OF TAX LIEN**

Account No. or Property ID No.:  
Legal Description:

See Exhibit A  
See Exhibit A and for long legal description, see Section 32.065 Tax Lien Contract, dated June 27, 2019, filed in conjunction with this Lien, in the Official Public Records, Hidalgo County, Texas.

Street Address, if applicable:  
Taxing Unit(s):

See Exhibit A  
Hidalgo County and all political subdivisions and districts for which it collects ad valorem taxes.

Amount Paid for Transfer (including taxes, penalties, interest, and collection costs):

**\$12,325.70**

Tax Year(s):

See Exhibit A

Property Owner(s)' Name(s):

Rogelio Olvera, Maria Olvera

Transferee's Name:

**Propel Tax**

Transferee's Street Address:

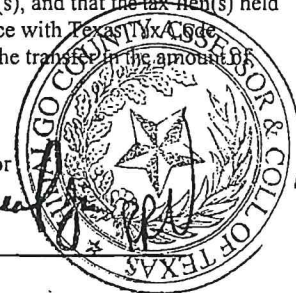
12672 Silicon Drive, Suite 150  
San Antonio, TX 78249

I, Pablo "Paul" Villarreal Jr., Tax Assessor-Collector for Hidalgo County and for all taxing units for which Hidalgo County collects ad valorem taxes, certify that the above named transferee or transferee's agent ("Transferee") has made payment of the amount listed above to the above-named taxing units on the property described above as consideration for the transfer of the tax lien(s), and that the tax lien(s) held by taxing units on the property for the tax years listed above are hereby transferred to Transferee in accordance with Texas Tax Code §32.06. I have issued a receipt to Transferee in conjunction with this certification reflecting the payment for the transfer of the amount of taxes, penalties, interest, and collection costs.

Hidalgo County

Pablo "Paul" Villarreal Jr., Tax Assessor-Collector

By:



SUBSCRIBED AND SWORN BEFORE ME on

July 15, 2019

by Pablo "Paul" Villarreal Jr., Tax Assessor-Collector

for Hidalgo County.

Rita Rebecca Vargas  
Notary Public, State of Texas

After recording return to:  
Propel Tax  
P.O. Box 100350  
San Antonio, TX 78201



**P190619140**

Page 1 of 1

## Exhibit A to TLT

|             |                  | Account Number:                                                    | P190619140          |         |    |       |                |
|-------------|------------------|--------------------------------------------------------------------|---------------------|---------|----|-------|----------------|
| County Name | Tax Account #    | Short Legal Description                                            | Property Address    |         |    |       | Tax Years Owed |
| Hidalgo     | H285000002000800 | HIGHLAND BLK 2 LT 8                                                | 1014 S Missouri Ave | Weslaco | TX | 78596 | 2018           |
| Hidalgo     | W380000795000074 | WEST TRACT N383.50'-E220'-<br>W660' FT 795 1.94AC GR<br>1.79AC NET | 1502 Mile 5 North   | Weslaco | TX | 78596 | 2018           |
| Hidalgo     | W230000033001900 | WESLACO ORIGINAL<br>TOWNSITE BLK 33 LT 19                          | 419 S Texas Blvd    | Weslaco | TX | 78596 | 2018           |
| Hidalgo     | W380000795000078 | WEST TRACT S99'-N693'-E220'-<br>W660' FT 795 0.50AC                | Mile 5 North        | Weslaco | TX | 78596 | 2018           |
| Hidalgo     | H435000000000100 | HOOKE, J MURRAY LOT 1                                              | 715 W 18th St       | Weslaco | TX | 78596 | 2014-2018      |
|             |                  |                                                                    |                     |         |    |       |                |



Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, Texas 78540

Document No: 3234205

Billable Pages: 2

Recorded On: June 15, 2021 03:25 PM

Number of Pages: 3

\*\*\*\*\*Examined and Charged as Follows\*\*\*\*\*

Total Recording: \$ 40.00

\*\*\*\*\*THIS PAGE IS PART OF THE DOCUMENT\*\*\*\*\*

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document No: 3234205  
Receipt No: 20210615000378  
Recorded On: June 15, 2021 03:25 PM  
Deputy Clerk: Imelda Leal  
Station: CH-1-CC-K27

**Record and Return To:**

Corporation Service Company  
919 North 1000 West  
  
Logan UT 84321



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, Texas

December 7, 2021

**CERTIFIED STATEMENT OF TRANSFER OF TAX LIEN**

Figure: 7 TAC §39.702(c)

STATE OF TEXAS

§

DATE: 11/10/2021

COUNTY OF \_\_\_\_\_

§

Account No. or Property ID No.

See Exhibit A

Legal Description:

See Exhibit A

Street Address, if applicable:

See Exhibit A, Hidalgo County

Taxing Unit(s):

Hidalgo County, and all political subdivision which it collects ad valorem taxes

Amount Paid for Transfer (including taxes, penalties, interest, and collection costs):

See Exhibit A

Tax Years:

See Exhibit A

Property Owner(s)' Name(s):

Rogelio Olvera & Maria Olvera

Transferee's Name:

Home Tax Solutions, LLC

OCCC Property Tax License Lender No.:

16081-58816

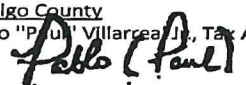
Transferee's Street Address:

4849 Greenville Avenue, Tower Two, Suite  
Dallas, Texas 75206

I, Pablo "Paul" Villarreal Jr., Tax Assessor-Collector for Hidalgo County and for all taxing units for collects ad valorem taxes, certify that the above-named transferee or transferee's agent (" payment of the amount listed above to the above-named taxing units on the property described for a transfer of the tax lien(s), and that the tax lien(s) held by taxing units on the property for th are hereby transferred to Transferee in accordance with Texas Tax Code §32.06. I have issued in conjunction with this certification reflecting the payment for the transfer in the amount of ta and collection costs.

Hidalgo County

Pablo "Paul" Villarreal Jr., Tax Assessor-Collector

By: 

(Signature of Collector c

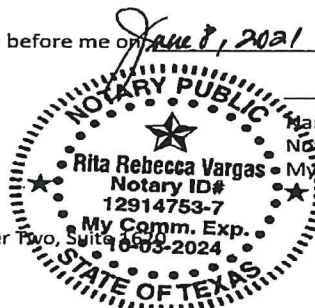
SUBSCRIBED AND SWORN to before me on June 8, 2021 by PABLO (PAUL)

After recording, return to:

Home Tax Solutions, LLC

4849 Greenville Avenue, Tower Two, Suite 250

Dallas, Texas 75206



Name: Rita Rebecca

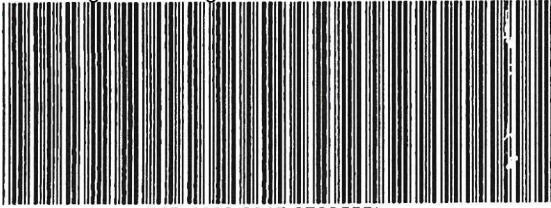
Notary Public, State of Texas

My commission expires: 10-03-2024



**EXHIBIT A – Hidalgo County**

| Account No.      | Short Legal                                                         | Address                                                     | Year | Taxes      |
|------------------|---------------------------------------------------------------------|-------------------------------------------------------------|------|------------|
| W380000795000074 | WEST TRACT N383.50'-E220'-<br>W660' FT 795<br>1.94/1C GR 1.79AC NET | 1502 Mile 5 North<br>Weslaco, Texas 78596<br>Hidalgo County | 2020 | \$1,452.96 |
| W230000033001900 | WESLACO ORIGINAL TOWNSITE<br>BLK 33 LT 19                           | 419 S Texas Blvd<br>Weslaco, Texas 78596<br>Hidalgo County  | 2020 | \$3,996.55 |
| TOTAL            |                                                                     |                                                             |      | \$5,449.51 |



\*VG-1390-2017-2789555\*

Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, Texas 78540

Document No: 2789555

Billable Pages: 1

Recorded On: February 22, 2017 11:17 AM

Number of Pages: 2

\*\*\*\*\*Examined and Charged as Follows\*\*\*\*\*

Total Recording: \$36.00

\*\*\*\*\*THIS PAGE IS PART OF THE DOCUMENT\*\*\*\*\*

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document No: 2789555  
Receipt No: 20170222000183  
Recorded On: February 22, 2017 11:17 AM  
Deputy Clerk: Joey Eufrazio  
Station: CH-1-CC-K14

**Record and Return To:**

Lacks Valley Stores, LTD  
1300 San Patricia Street  
Pharr TX 78577



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, Texas

December 7, 2021



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

**CHAPTER 11 SE. 11.008  
TEXAS PROPERTY CODE**

CAUSE NO. **SC16-0264-J32**

LACK'S VALLEY STORES, LTD. )( JUSTICE OF THE PEACE COURT  
Attn: Letty Bustos  
1300 SAN PATRICIA DR.  
PHARR, TEXAS 78577  
PLAINTIFF

Vs )( PRECINCT 3 PLACE 2

MARIA OLVERA  
SS# XXX-XX-8579  
DOB 10/23/1974 )( HIDALGO COUNTY, TEXAS  
TX DL # 39264992  
3506 SAN MATEO PARKWAY  
MISSION, TX 78572  
DEFENDANT  
ACCOUNT 28-448354

**ABSTRACT OF JUDGMENT**

| <b><u>DATE OF JUDGMENT</u></b> | <b><u>*PRINCIPAL AMOUNT AWARDED</u></b> | <b><u>COURT COST</u></b> |
|--------------------------------|-----------------------------------------|--------------------------|
| 12/5/16                        | \$1,031.28                              | \$5.00                   |

**RATE OF INTEREST**

**5% PER ANNUM FROM DATE OF JUDGMENT UNTIL PAID IN FULL.**

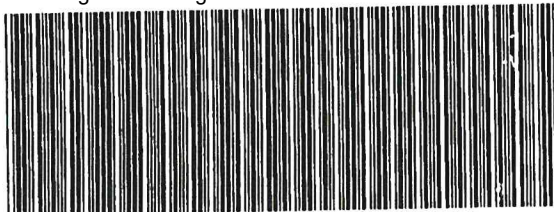
I HEREBY CERTIFY that the above and foregoing is a correct Abstract of a Judgment rendered in Justice's Court, Precinct 3, Place 2 of HIDALGO County, in Cause No. SC16-0264-J32. The judgment was granted in favor of the Plaintiff, LACK'S VALLEY STORES, LTD. and against the Defendant MARIA OLVERA, 3506 SAN MATEO PARKWAY, MISSION, TX 78572 as it appears from the Docket of said Court.

GIVEN UNDER MY HAND this 01 day of FEB, 2017.

  
JUSTICE OF THE PEACE  
MARCOS OCHOA



Filed for Record the \_\_\_\_\_ day of \_\_\_\_\_, 2017, at \_\_\_\_\_ o'clock, \_\_\_\_\_ M.  
and duly recorded this \_\_\_\_\_ day of \_\_\_\_\_, 2017, at \_\_\_\_\_ o'clock, \_\_\_\_\_ M.  
in the record of Judgments for HIDALGO Count, in Volume \_\_\_\_\_, on Page \_\_\_\_\_  
Clerk, County Court HIDALGO County, Texas  
By \_\_\_\_\_ Deputy.



\*VG-1390-2018-2886896\*

Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, Texas 78540

Document No: 2886896

Billable Pages: 1

Recorded On: February 07, 2018 01:34 PM

Number of Pages: 2

\*\*\*\*\*Examined and Charged as Follows\*\*\*\*\*

Total Recording: \$ 36.00

\*\*\*\*\*THIS PAGE IS PART OF THE DOCUMENT\*\*\*\*\*

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document No: 2886896  
Receipt No: 20180207000289  
Recorded On: February 07, 2018 01:34 PM  
Deputy Clerk: Tania Rivera  
Station: CH-1-CC-K11

**Record and Return To:**

AAA Loans  
1601 W. Bus. 83 Ste. B  
Original returned to customer  
Weslaco TX 78596



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, Texas



DC16-0401-J11

AAA CO LOANS

VS.  
MARIA OLVERA

§  
§  
§  
§  
§

IN THE JUSTICE COURT  
PRECINCT 1 PLACE 1  
HIDALGO COUNTY, TEXAS

**ABSTRACT OF JUDGMENT**

The undersigned, Justice of the Peace, Precinct 1 Place 1, Hidalgo County, Texas, hereby certifies that, on this the 23rd day of May, 2017, in the said court in a cause styled AAA Co Loans , Plaintiff, vs. Maria Olvera, Defendant, No. DC16-0401-J11 on the docket of such court, a Judgment was rendered in favor of Plaintiff as against Defendant, of which Judgment the following is a true and correct abstract:

1. The name of the Plaintiff in such Judgment is: AAA Co Loans;
2. The mailing address for said Plaintiff is: 1601 W Bus 83 Ste B Weslaco Tx 78596;
3. The name of the Defendant in such Judgment is: Maria Olvera;
4. The defendant's date of birth is ; 01/02/1966
5. The defendant's driver's license number is ; 03561689
6. The defendant's social security number is ; 452-63-2321
7. The number of the suit in which such Judgment was rendered is Cause No. \_\_\_\_\_ DC16-0401-J11;
8. The defendants address is Po Box 1529 Mile 15/fm 1015 Elsa, Texas Elsa, Tx 78543;
9. Citation of personal service was served upon the Defendant in person on on this the 4th day of May, 2016, in Hidalgo County, Texas;
10. The date when such Judgment was rendered: 5/23/2017;
11. The amount for which such Judgment was rendered is: \$1,241.17, plus court costs;
12. The balance due on such Judgment as of today is: \$1,241.17;
13. The rate of interest specified in such Judgment: 5.0000% compounded annually.

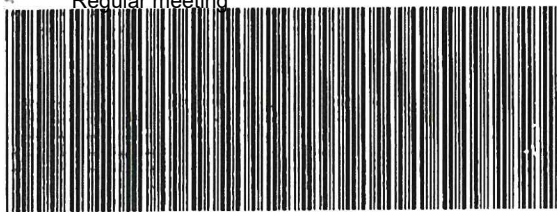
I further certify that AAA Co Loans Plaintiff, the person in whose favor such Judgment was rendered, applied for and hereby receives delivery of this Abstract of Judgment from the court upon due payment of the fee allowed by law.

Issued on this the 14th day of July, 2017.

  
\_\_\_\_\_  
Presiding Judge, Gilberto Saenz  
Justice of the Peace, Precinct 1 Place 1  
Hidalgo County, Texas



[NOTE: The attorney of person who is awarded a judgment in justice civil or small claims court may prepare an abstract for the court; however it must contain all the information set out above.]



\*VG-1390-2018-2960977\*

Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, Texas 78540

Document No: 2960977

Billable Pages: 1

Recorded On: October 29, 2018 12:49 PM

Number of Pages: 2

\*\*\*\*\*Examined and Charged as Follows\*\*\*\*\*

Total Recording: \$ 36.00

\*\*\*\*\*THIS PAGE IS PART OF THE DOCUMENT\*\*\*\*\*

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document No: 2960977  
Receipt No: 20181029000201  
Recorded On: October 29, 2018 12:49 PM  
Deputy Clerk: Imelda Leal  
Station: CH-1-CC-K13

**Record and Return To:**

Portfolio Recovery Associates  
5425 Robin Hood Rd Ste. 201  
attn: Litigation Department  
Norfolk VA 23513



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, Texas



## DC17-1590-J21

PORTFOLIO RECOVERY ASSOCIATES, LLC §  
 ASSIGNEE OF COMENITY BANK / IN THE JUSTICE COURT  
 COMENITY BANK / BEALLS §  
 VS. §  
 MARIA D OLVERA § PRECINCT 2 PLACE 1  
 §  
 § HIDALGO COUNTY, TEXAS

## ABSTRACT OF JUDGMENT

The undersigned, Justice of the Peace, Precinct 2 Place 1, Hidalgo County, Texas, hereby certifies that, , in the said court in a cause styled Portfolio Recovery Associates, Llc Assignee Of Comenity Bank / Comenity Bank / Bealls , Plaintiff, vs. Maria D Olvera, Defendant, No. DC17-1590-J21 on the docket of such court, a Judgment was rendered in favor of Plaintiff as against Defendant, of which Judgment the following is a true and correct abstract:

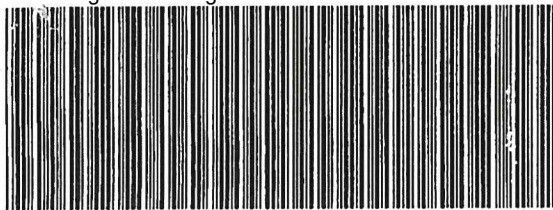
1. The name of the Plaintiff in such Judgment is: Portfolio Recovery Associates, LLC Assignee Of Comenity Bank / Comenity Bank / Bealls
2. The mailing address for said Plaintiff is: 120 Corporate Blvd, Norfolk, VA 23502
3. The name of the Defendant in such Judgment is: Maria D Olvera
4. The defendant's date of birth is: june 12, 1966
5. The defendant's driver's license number is: N/A
6. The defendant's social security number is: \*\*\*-\*\*-4816
7. The number of the suit in which such Judgment was rendered is Cause No. DC17-1590-J21;
8. The defendants address is: 607 E Vine Ave McAllen, Tx 78501
9. Citation of personal service was served upon the Defendant in person on the 18th day of September, 2017, in Hidalgo County, Texas
10. The date when such Judgment was rendered: 11/15/17
11. The amount for which such Judgment was rendered is: \$2,473.49, plus \$41.00 court costs;
12. The balance due on such Judgment as of today is: \$2,514.49
13. The rate of interest specified in such Judgment: N/A

I further certify that Portfolio Recovery Associates, LLC Assignee Of Comenity Bank / Comenity Bank / Bealls Plaintiff, the person in whose favor such Judgment was rendered, applied for and hereby receives delivery of this Abstract of Judgment from the court upon due payment of the fee allowed by law.

Issued on this the 27th day of September, 2018.



Presiding Judge Bobby Contreras  
 Justice of the Peace, Precinct 2 Place 1



\*VG-1390-2019-2984230\*

Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, Texas 78540

Document No: 2984230

Billable Pages: 1

Recorded On: February 01, 2019 03:12 PM

Number of Pages: 2

\*\*\*\*\*Examined and Charged as Follows\*\*\*\*\*

Total Recording: \$ 36.00

\*\*\*\*\*THIS PAGE IS PART OF THE DOCUMENT\*\*\*\*\*

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document No: 2984230  
Receipt No: 20190201000190  
Recorded On: February 01, 2019 03:12 PM  
Deputy Clerk: Elisa Castillo  
Station: CH-1-CC-K32

**Record and Return To:**

Lacks Valley Stores, Ltd  
1300 San Patricia St.  
  
Pharr TX 78577



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, Texas



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

**CHAPTER 11 SE. 11.008  
TEXAS PROPERTY CODE**

**CAUSE NO. SC17-0202-J42**

LACK'S VALLEY STORES, LTD. § JUSTICE OF THE PEACE COURT  
Attn: Gonzalo Hernandez  
1300 SAN PATRICIA DR.  
PHARR, TEXAS 78577  
PLAINTIFF

Vs § PRECINCT 4 PLACE 2

MARIA LUZ OLVERA & GLORIA OLVERA  
SS# XXX-XX-6903 XXX-XX-0317  
DOB 8/06/1963 9/16/1987 § HIDALGO COUNTY, TEXAS  
TX DL # 25262675 28763695  
6213 BARREDA CIR  
EDINBURG, TX 78542  
DEFENDANT  
ACCOUNT 28-312332

**ABSTRACT OF JUDGMENT**

| <u>DATE OF JUDGMENT</u> | <u>*PRINCIPAL AMOUNT AWARDED</u> | <u>COURT COST</u> |
|-------------------------|----------------------------------|-------------------|
| 1/09/2018               | \$1,115.50                       | \$5.00            |

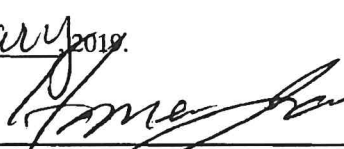
**RATE OF INTEREST**

**5% PER ANNUM FROM DATE OF JUDGMENT UNTIL PAID IN FULL.**

I HEREBY CERTIFY that the above and foregoing is a correct Abstract of a Judgment rendered in Justice's Court,  
Precinct 1, Place 1 of HIDALGO County, in Cause No. SC17-0202-J42. The judgment was granted in favor of the  
Plaintiff, LACK'S VALLEY STORES, LTD. and against the Defendant MARIA LUZ OLVERA & GLORIA  
OLVERA,

6213 BARREDA CIR, EDINBURG, TX 78542 as it appears from the Docket of said Court.

GIVEN UNDER MY HAND this 9<sup>th</sup> day of January 2019.

  
\_\_\_\_\_  
JUSTICE OF THE PEACE  
HOMER JASSO



Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, Texas 78540

Document No: 3188482

Billable Pages: 2

Recorded On: January 29, 2021 09:21 AM

Number of Pages: 3

\*\*\*\*\*Examined and Charged as Follows\*\*\*\*\*

Total Recording: \$ 36.00

\*\*\*\*\*THIS PAGE IS PART OF THE DOCUMENT\*\*\*\*\*

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document No: 3188482  
Receipt No: 20210129000045  
Recorded On: January 29, 2021 09:21 AM  
Deputy Clerk: Rene Salinas  
Station: CH-1-CC-K17

**Record and Return To:**

Simplifile  
5072 North 300 West  
  
PROVO UT 78589



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, Texas

December 7, 2021



**ABSTRACT OF JUDGMENT**

**THE STATE OF TEXAS** §

**COUNTY OF HIDALGO** §

I, James W. King, attorney of record for Judgment Plaintiff, certify the following Abstract of Judgment in the real property records of any county in which this instrument is recorded:

**COURT:** 206<sup>th</sup> Judicial District Court of Hidalgo County, Texas

**CAUSE NUMBER:** C-1449-20-D

**DATE OF JUDGMENT:** January 21, 2021

**JUDGMENT PLAINTIFF'S IDENTIFYING INFORMATION:**

**Name:** A.J. Buildings  
c/o Hagwood & Tipton  
**Address:** P. O. 726  
Paris, TN 38242

**JUDGMENT DEFENDANTS' IDENTIFYING INFORMATION:**

**Name:** Maria Olvera  
**Address:** 8415 Presley Drive  
Edinburg, Texas 78542

**Social Security Number:** XXX-XX-5732  
**Date of Birth:** XX-XX, 1977

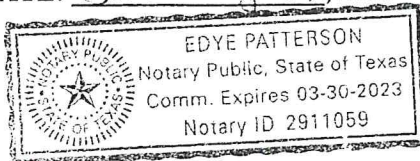
**AMOUNT OF JUDGMENT:** \$8,830.00 for conversion of the Collateral; all costs of court; and reasonable attorney's fees in the amount of \$3,000.00.

**CREDITS:** \$0

  
\_\_\_\_\_  
JAMES W. KING  
TBA NO. 00791029  
OFFERMAN & KING, LLP  
6420 WELLINGTON PLACE  
BEAUMONT, TX 77706  
(409) 860-9000 – PHONE  
(409) 860-9199 – FAX  
[jwk@offermanking.com](mailto:jwk@offermanking.com)

Before me, the undersigned authority, on this day personally appeared James W. King, attorney of record for the Plaintiff, who after being duly sworn deposed upon oath that the information contained in the foregoing Abstract of Judgment is true, correct, and complete to the best of his personal knowledge, and that he signed the foregoing instrument for the purposes and in the capacity stated.

DATE: January 29, 2021



Edye Patterson  
NOTARY PUBLIC

AFTER RECORDING RETURN TO:  
OFFERMAN & KING, LLP  
6420 WELLINGTON PLACE  
BEAUMONT, TX 77706





## Board of Adjustments & Appeals- Zoning Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                  |                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| <b>Date of Meeting:</b><br>December 7, 2021                                                                                                                                                                                                                                                                                                                      | <b>Agenda Item No.</b> (to be assigned by PCE):<br>IV. E |
| <b>From:</b><br>Rolando Maldonado, Code Enforcement Officer, on behalf of City of Weslaco                                                                                                                                                                                                                                                                        |                                                          |
| <b>Subject/Agenda Item:</b><br>To discuss the following unoccupied building on premises to determine if they have become dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225 |                                                          |
| <b>Discussion/Overview:</b><br>The Code Enforcement is requesting for the structure either be repaired to current building codes or demolished<br><br>Legal Description: 514 N Cantu being, Villa Vista No. 2 BLK 3 Lots 8-9 City of Weslaco, Hidalgo County, Texas.<br><br>Recorded Owner: Arcelia Chavez Hernandez                                             |                                                          |
| <b>Staff recommendation for Commission's Action:</b><br>Staff recommends compliance with the ordinance.                                                                                                                                                                                                                                                          |                                                          |
| <b>Attachments, (if any):</b><br>Supporting documents.                                                                                                                                                                                                                                                                                                           |                                                          |
| <b>Responsibilities upon Commission's Action:</b> Staff will advise owner.                                                                                                                                                                                                                                                                                       |                                                          |

STATE OF TEXAS  
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, Building Inspector in and for the City of Weslaco, Hidalgo County, Texas, on this day personally appeared Mr. Rolando Maldonado after being by me; duly sworn upon his oath deposes and says:

My name is Mr. Rolando Maldonado and I am 58 years old and my date of birth is July 2, 1963. I work at the City of Weslaco Code Enforcement Department in Weslaco, Texas and I can be reached at phone number ( 956 ) 684-7184.

I want to say that I gave the following statement to Kayla Arevalo of the Planning & Code Enforcement Department on December 1, 2021.

On November 19, 2021, I posted notice of Public Hearings for the Board of Adjustments and Appeals of Building and the City Commission at 514 N. Cantu St. Weslaco, Texas.

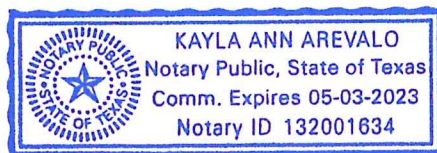
The above statement is true and correct to the best of my knowledge and recollection and I give it of my own free will.

Rolando Maldonado

AFFIANT

NOTARY

SWORN AND SUBSCRIBED before me, this 1<sup>st</sup> day of Dec 2021 and that the above facts are true and correct to the best of her knowledge.



Kayla Arevalo

(Notary's Official Signature)

5/3/23

(Commission Expires)

Under the Authority of the Texas Government Code, chapter 602.002, a notary public engaged in the performance of the notary's duty.



STATE OF TEXAS  
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, Building Inspector in and for the City of Weslaco, Hidalgo County, Texas, on this day personally appeared Mr. Rolando Maldonado after being by me; duly sworn upon his oath deposes and says:

My name is Mr. Rolando Maldonado and I am 57 years old and my date of birth is July 2, 1963. I work at the City of Weslaco Code Enforcement Department in Weslaco, Texas and I can be reached at phone number ( 956 ) 684-7184.

I want to say that I gave the following statement to Rebekah de la Fuente of the Planning & Code Enforcement Department on March 1, 2021.

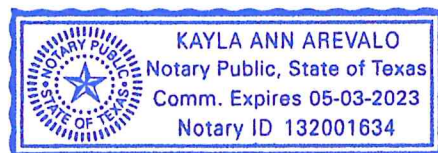
On December 15, 2020, I posted the Final Decision of the City Commission, to condemn Building at 117 Zamora St. Weslaco, Texas.

The above statement is true and correct to the best of my knowledge and recollection and I give it of my own free will.

  
AFFIANT

NOTARY

SWORN AND SUBSCRIBED before me, this 1<sup>st</sup> day of Dec 2021 and that the above facts are true and correct to the best of her knowledge.



  
(Notary's Official Signature)

5/3/23  
(Commission Expires)

Under the Authority of the Texas Government Code, chapter 602.002, a notary public engaged in the performance of the notary's duty.

For delivery information, visit our website at [www.usps.com](http://www.usps.com).

OFFICIAL USE

Certified Mail Fee

\$  
Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

Postmark  
Here

Postage

\$  
Total Postage \$ Arcelia Chavez Hernandez  
Sent To 1327 Brian St.

Street and Apt. Alamo, Texas 78516-4039

City, State, ZIP

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



David Suarez, Mayor  
Leo Muñoz, Mayor Pro-Tem, District 1  
Greg Kerr, Commissioner, District 2  
Jose "J.P." Rodriguez, Commissioner, District 3  
Adrian Farias, Commissioner, District 4  
Letty Lopez, Commissioner, District 5  
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

1327 Brian St.

Alamo, TX 78516-4039

**RE: Dilapidated Structure at 514 N. Cantu St. Weslaco, Texas**

**Legally described as being; Villa Vista No. 2 BLK 3 Lots #8 & 9**

Dear Arcelia Chavez Hernandez

Please be advised that the City's Planning and Code Enforcement Department believes the main structure at the above address is in violation of **Weslaco, Texas Code of Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec. 26-225** because it is dilapidated, substandard, or it has become unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco. Staff has completed inspections of the structure and property and expects to recommend to the City Commission in the near future that the structure either be repaired to current building codes or demolished by the owner.

The staff recommendation regarding your property will be made at a Public Hearing. As required by ordinance, we will attempt to notify you by certified mail with return receipt requested, and by publishing notice in The Monitor newspaper advising of the date and time of the Public Hearing. You will have the opportunity to address the City Commission regarding the property at this hearing.

At the Public Hearing, the City Commission is likely to order that the property be repaired to current building codes or demolished within 60 days as recommended by staff. It is important that you attend the public hearing, because you are allowed to voice your opinion on behalf of your property. Please note that any other citizen(s) present may voice their opinions as well.

The purpose of this letter is to provide you advance notice that staff expects to recommend that the structure(s) be repaired to current building codes or demolished so that you may have additional time to consider your options for the property prior to any further action by the Planning and Code Enforcement Department.

**IT IS VERY IMPORTANT THAT YOU CONTACT ME AS SOON AS POSSIBLE REGARDING THIS MATTER SO WE CAN KNOW THE ACTIONS YOU WILL TAKE REGARDING THIS PROPERTY. CONTACT ME AT (956) 447-3401 EXT # 3120 MON- FRI 8AM- 5PM**

Sincerely,

Rolando Maldonado

*Rolando Maldonado*  
Code Enforcement Officer



U.S. Postal Service<sup>TM</sup>  
 Board of Adjustments & Appeals to the Building Codes  
 Regular meeting<sup>®</sup> **RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com).

**OFFICIAL USE**

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

|                                                              |          |
|--------------------------------------------------------------|----------|
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$ _____ |
| <input type="checkbox"/> Return Receipt (electronic)         | \$ _____ |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$ _____ |
| <input type="checkbox"/> Adult Signature Required            | \$ _____ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ _____ |

Postage

\$ \_\_\_\_\_

**Total Postage and**

\$ \_\_\_\_\_

Sent To

Street and Apt. No.

City, State, ZIP+4

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Arcelia Chavez Hernandez  
 1327 Brian St.  
 Alamo, Texas 78516-4039

Postmark  
 Here



tu Ave, Weslaco, Texas

11-18-2021

**E OF PUBLIC HEARING**

David Suarez, Mayor  
 Leo Muñoz, Mayor Pro-Tem, District 1  
 Greg Kerr, Commissioner, District 2  
 Jose "J.P." Rodriguez, Commissioner, District 3  
 Adrian Farias, Commissioner, District 4  
 Letty Lopez, Commissioner, District 5  
 Josh Pedraza, Commissioner, District 6

Andrew Munoz, Interim City Manager

Dear Arcelia Chavez Hernandez

Please be advised that the Code Enforcement Department for the City of Weslaco has determined that you are the legal owner(s) of the property and the building(s) located at 514 N. Cantu St, legally described as being; Villa Vista No. 2 Blk n3 Lots # 8 & 9, **a Subdivision to the City of Weslaco, Hidalgo County, Texas, together with all improvements** and it finds that the building(s) does not meet the minimum standards for continued use and occupancy. The structure has been inspected and found to be dilapidated, substandard, unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco, placing it in violation of Weslaco, Texas Code of Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec. 26-225.

On December 7, 2021, at 5:30 pm, has been set as the date for a public hearing at the Legislative Chambers located at 255 S. Kansas, Weslaco, Texas. In this hearing the Code enforcement Inspector shall present evidence as to why the building does not meet the minimum standards for continued use and occupancy. On this date, you as the owner(s) of the above-mentioned property and building shall have an equal opportunity to present evidence in your defense. Members of the general public will also be given an opportunity to voice their opinion regarding the premise or building, the subject of this public hearing.

On December 14, 2021, at 5:30 pm, has been set as the date for Public Hearing, the City Commission, depending on the evidence presented, may find that the building or premise is a public nuisance and may direct that the building or premise be either repaired or removed. **At no time will repairs or removal of the building or premise be required less than fifteen (15) days from the public hearing day or exceed more than sixty (60) days from the public hearing date.**

If the City Commission votes to remove or repair the building on your property and you do not comply within the time restraints set forth by the Commission, the City of Weslaco may cause the demolition of the building on your property and all the costs and expenses incurred, including administrative costs will be charged to you against the property. A lien will be placed on property in the amount of all expenses and charges incurred.

If you have any questions or comments regarding this notice, please call me at (956) 447-3401 Ext. # 3120.

Sincerely,

Code Enforcement Inspector

CC: C/E files

**WESLACO FIRE MARSHAL'S OFFICE**  
**255 S. KANSAS**  
**WESLACO, TEXAS 78596**  
**(956) 447-1990 FAX (956) 969-4921**

**DILAPIDATED STRUCTURE INSPECTION REPORT**

DATE: 4/21/21 X INSPECTION REINSPECTION  
FACILITY NAME: Abandoned Residence  
PHYSICAL & MAILING ADDRESS: 514 N. Cantu Weslaco, TX 78596  
PHONE #: OWNER/MANAGER:

TYPE OF INSPECTION: COMPLAINT OCCUPANCY CLASS: RESIDENCE

|   |    |                              |
|---|----|------------------------------|
|   | 1  | Deteriorated interior walls  |
| X | 2  | Deteriorated roof            |
|   | 3  | Vegetation overgrowth        |
|   | 4  | Unsecured doors              |
| X | 5  | Unsecured windows            |
|   | 6  | Debris inside                |
|   | 7  | Debris outside               |
|   | 8  | Exposed electrical wiring    |
|   | 9  | Broken or missing windows    |
|   | 10 | Broken or missing door       |
|   | 11 | Signs or feces               |
|   | 12 | Signs of transients/vagrants |

|   |    |                                         |
|---|----|-----------------------------------------|
|   | 13 | Sheetrock walls exposed                 |
|   | 14 | Sheetrock ceiling exposed               |
|   | 15 | Signs of roof leaking                   |
|   | 16 | Broken and/or uneven floors             |
|   | 17 | Animals (dogs, cats, mice, etc.) inside |
|   | 18 | Severe fire damage                      |
|   | 19 | Roof collapsed and/or exposed           |
|   | 20 | Graffiti                                |
| X | 21 | Broken/cracked exterior walls           |
|   | 22 | Other:                                  |
|   | 23 | Other:                                  |
|   | 24 | Other:                                  |

**NOTE: THESE CONDITIONS CONSTITUTE A FIRE HAZARD.**

COMPLIES WITHIN CODE TODAY x DOES NOT COMPLY AT THIS TIME WILL REINSPECT BY:

OWNER/OCCUPANT

Asst. Fire Marshal Mike Swinnea  
FIRE MARSHAL/FIRE INSPECTOR

SUCH CONDITIONS ARE VIOLATIONS OF EITHER CITY OR STATE FIRE PREVENTION REGULATIONS. PLEASE CORRECT HAZARD(S) AND HELP PREVENT FIRES. NON-COMPLIANCE IS SUBJECT TO PENALTIES UNDER CITY & STATE REGULATIONS.



# HOUSING INSPECTION CHECKLIST

514

## GENERAL INFORMATION

|                                                            |                    |              |                                                                                                                                                                                           |
|------------------------------------------------------------|--------------------|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ADDRESS OF INSPECTED UNIT<br>514                           |                    |              | HOUSING TYPE<br><br><input checked="" type="checkbox"/> Single Family<br><input type="checkbox"/> Duplex Dwelling<br><input type="checkbox"/> Apartment<br><input type="checkbox"/> Other |
| STREET<br>N. Cantu                                         | CITY<br>Weslaco    |              |                                                                                                                                                                                           |
| COUNTY<br>Hidalgo                                          | STATE<br>TX        | ZIP<br>78596 |                                                                                                                                                                                           |
| NAME OF OWNER OR AGENCY AUTHORIZED TO LEASE UNIT INSPECTED |                    |              | PHONE NO.                                                                                                                                                                                 |
| ITEM NO. 1. LIVING ROOM                                    | COMMENT            |              | INITIAL ASSESSMENT                                                                                                                                                                        |
| 1.1 ELECTRICITY                                            | wiring exposed     |              | 7                                                                                                                                                                                         |
| 1.2 WINDOW CONDITION                                       | Broken             |              | 7                                                                                                                                                                                         |
| 1.3 CEILING CONDITION                                      |                    |              | 4                                                                                                                                                                                         |
| 1.4 WALL CONDITION                                         | dry wall removal   |              | 4                                                                                                                                                                                         |
| 1.5 FLOOR CONDITION                                        | concrete Sandstone |              | 4                                                                                                                                                                                         |
| ITEM NO. 2. KITCHEN                                        | COMMENT            |              | INITIAL ASSESSMENT                                                                                                                                                                        |
| 2.1 ELECTRICITY                                            | wiring exposed     |              | 7                                                                                                                                                                                         |
| 2.2 WINDOW CONDITION                                       | Broken             |              | 7                                                                                                                                                                                         |
| 2.3 CEILING CONDITION                                      |                    |              | 4                                                                                                                                                                                         |
| 2.4 WALL CONDITION                                         | dry wall removal   |              | 4                                                                                                                                                                                         |
| 2.5 FLOOR CONDITION                                        | concrete Sandstone |              | 4                                                                                                                                                                                         |
| ITEM NO. 3. BATHROOM                                       | COMMENT            |              | INITIAL ASSESSMENT                                                                                                                                                                        |
| 3.1 ELECTRICITY                                            |                    |              | 7                                                                                                                                                                                         |
| 3.2 WINDOW CONDITION                                       |                    |              | 4                                                                                                                                                                                         |
| 3.3 CEILING CONDITION                                      |                    |              | 4                                                                                                                                                                                         |
| 3.4 WALL CONDITION                                         | dry wall removal.  |              | 4                                                                                                                                                                                         |
| 3.5 FLOOR CONDITION                                        |                    |              | 4                                                                                                                                                                                         |
| 3.6 FLUSH TOILET IN ENCLOSED ROOM IN UNIT                  | plumbing exposed   |              | 4                                                                                                                                                                                         |
| 3.7 FIXED WASH BASIN IN LAVATORY IN UNIT                   |                    |              | 4                                                                                                                                                                                         |
| 3.8 TUB OR SHOWER IN UNIT                                  |                    |              | 4                                                                                                                                                                                         |
| 3.9 VENTILATION                                            |                    |              | 4                                                                                                                                                                                         |

574

| ITEM NO. 4. OTHER ROOMS USED<br>FOR LIVING & HALLS |                                           | COMMENT                  | INITIAL<br>ASSESSMENT |
|----------------------------------------------------|-------------------------------------------|--------------------------|-----------------------|
| 4.1                                                | ELECTRICITY/ILLUMINATION                  | wiring typical           | 7                     |
| 4.2                                                | WINDOW CONDITION                          | single pane w/br         | 7                     |
| 4.3                                                | CEILING CONDITION                         |                          | 4                     |
| 4.4                                                | WALL CONDITION                            | dry wall removal         | 4                     |
| 4.5                                                | FLOOR CONDITION                           |                          | 4                     |
| ITEM NO. 5. ROOM CODE* AND<br>ROOM LOCATION        |                                           | COMMENT                  | INITIAL<br>ASSESSMENT |
| 5.1                                                | ELECTRICITY/ILLUMINATION                  | }                        | }                     |
| 5.2                                                | WINDOW CONDITION                          |                          |                       |
| 5.3                                                | CEILING CONDITION                         |                          |                       |
| 5.4                                                | WALL CONDITION                            |                          |                       |
| 5.5                                                | FLOOR CONDITION                           |                          |                       |
| ITEM NO. 6. BUILDING EXTERIOR                      |                                           | COMMENT                  | INITIAL<br>ASSESSMENT |
| 6.1                                                | CONDITION OF FOUNDATION                   |                          | 4                     |
| 6.2                                                | CONDITION OF STAIRS, RAILS<br>AND PORCHES |                          | 4                     |
| 6.3                                                | CONDITION OF ROOF AND<br>GUTTERS          | Need to replace shingles | 4                     |
| 6.4                                                | CONDITION OF EXTERIOR<br>SURFACES         | brick veneer             | 4                     |
| 6.5                                                | LEAD PAINT: EXT. SURFACES                 |                          | 7                     |
| ITEM NO. 7. HEATING & PLUMBING                     |                                           | COMMENT                  | INITIAL<br>ASSESSMENT |
| 7.1                                                | ADEQUACY OF HEATING EQUIP                 |                          | 7                     |
| 7.2                                                | SAFETY OF HEATING EQUIP.                  |                          | 7                     |
| 7.3                                                | VENTILATION/COOLING                       |                          | 7                     |
| 7.4                                                | WATER HEATER                              | no water heater          | 7                     |
| 7.5                                                | APPROVABLE WATER SUPPLY                   |                          | 4                     |
| 7.6                                                | PLUMBING                                  |                          | 4                     |
| 7.7                                                | SEWER CONNECTION                          |                          | 4                     |



514

### INSPECTION SUMMARY (OPTIONAL)

| ITEM NO. | REASON FOR COMMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | Structure was found to be in a condition of neglect by owners. As the housing report indicates several areas are considered to be in severe dilapidation. Homeowners would have to provide a plan of remodeling to bring structure into compliance. All elements of electrical and plumbing are in decay and disrepair. It is in this inspectors opinion that the structure is in such dilapidated state that plan for reconstruction or remodeling would have to be developed to bring this structure into compliance. |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

RECOMMENDATION: REPAIR        DEMOLISH        VACATE       

#### \*INTERPRETATION OF NUMERIC SCALE

- 1 = Newly constructed
- 2 = Good condition requiring no repairs
- 3 = Standard condition requiring minor maintenance repair from normal seasonal wear
- 4 = Substandard condition requiring major maintenance repair from an accumulation of seasonal wear, and abnormal wear from abusive treatment and neglect
- 5 = Deteriorating condition requiring major structural repair resulting from a period of substandard conditions; considered a health hazard
- 6 = Dilapidated condition requiring more than 50% structural replacement
- 7 = Severe dilapidated condition that would require immediate attention

INSPECTED BY

DATE

## LAND INVESTIGATION SERVICES

P.O. Box 530211  
Harlingen, Texas 78550

(956)467-6674 Mobile  
rgvreports@gmail.com

**Location:** 514 N Cantu

**Property ID:** 315323

**Taxpayer Name:** Hernandez Aricelia Chavez  
1327 Brian St.  
Alamo, Tx 78516-4039

### TITLE REPORT

**CERTIFICATION DATE:** August 20, 2021

#### LEGAL DESCRIPTION:

Lots 8 and 9 Block 3, VILLA VISTA SUBDIVISION, an addition to the city of Weslaco, Hidalgo County, Texas, according to map or plat thereof recorded in Volume 7 Page 50, Map Records, Hidalgo County, Texas. **SUBJECT TO:** Subdivision regulations of the county of Hidalgo and/or Ordinances or governmental regulation of the City in which the property may be located or holding extra-territorial jurisdiction of said property.

**RECORD OWNER:** Arcelia Chavez Hernandez

#### TITLE VIA:

Special Warranty With Vendor's Lien from Diversified Investment Holding Corp., filed for record March 2, 2018 under county clerks document 2893337, Official Records, Hidalgo County, Texas.

#### LIENS:

Deed Of Trust executed by Arcelia Chavez Hernandez, filed for record March 2, 2018, under county clerks document number 289338, Official Records, Hidalgo County, Texas, securing the payment of one promissory note in the principal sum of \$42,500.00 payable to the order of Diversified Investment Holding Corp. (No assignment or release)

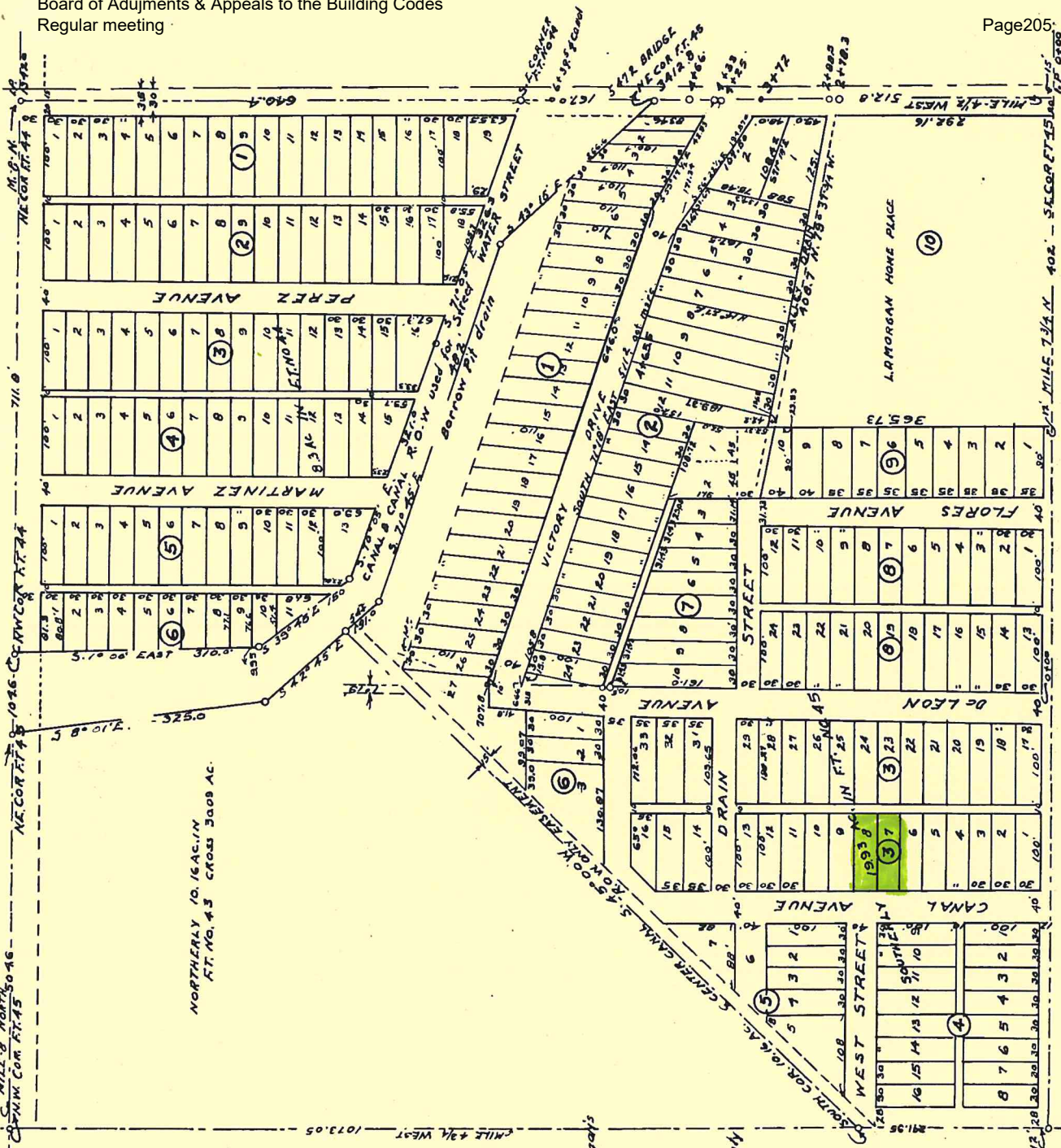
**ABSTRACT OF JUDGMENTS:** None on record

**CIVIL RECORDINGS:** None on record.

**NOTICE: THE INFORMATION CONTAINED HEREIN DOES NOT IMPLY WARRANTY OF TITLE, NOR DOES IT REFLECT INVESTIGATION OF PROPERTY TAXES. LIABILITY SHALL BE LIMITED TO THE AMOUNT OF THE TITLE REPORT FEE.**

  
\_\_\_\_\_  
Joe Ruiz/Owner





--SKETCH--

SHOWING IN TWO PARTS

**VILLA VISTA SUBDIVISION OF LANDS**

ALL OF F.T. NO. 44 DESIGNATED PART NO. 1.  
SOUTHERLY 1993 AC. IN F.T. NO. 45 " PART NO. 2  
THE WEST TRACT SUBDIVISION OF THE A.R.G.L. & L.C.O.  
LANDS IN HIDALGO COUNTY, TEXAS.  
WESLACO, TEXAS. Feb. 3<sup>rd</sup> 1943.  
Scale 1-inch = 100 Ft.

STATE OF TEXAS }  
COUNTY OF HIDALGO }

I, J. W. Harrison, Licensed Professional Engineer  
of Mercedes, Texas, certify that this Plat is a true  
and correct representation of information obtained  
from a partial survey of said premises and from  
information furnished me by L. D. Morgan, the  
Owner and Partitioner of F.T. No. 44 and 1993 AC.  
in F.T. No. 45.  
Omitted data has been determined from basic field  
points and calculations.  
The arrangement and mode of partitioning are Morgan's  
Acknowledged and signed this 4th day of February, 1943.  
Signed: *L. D. Morgan*  
SEAL No. 3482

**ACKNOWLEDGEMENT:**

Sworn and subscribed to before  
me, *James A. Notary Public* in Hidalgo County,  
Texas, on this 4th day of February, 1943.  
SEAL AFFIXED  
IN HIDALGO COUNTY, TEXAS.

23125  
Filed Feb. 16, 1943 320 AM.  
Recorded Feb. 17, 1943 5:00 PM  
Book 7 Page 50





# Hidalgo CAD

## Property Search Results > 315323 HERNANDEZ ARCELIA CHAVEZ for Year 2022

Tax Year: 2022

### Property

#### Account

|                           |                      |                    |                                    |
|---------------------------|----------------------|--------------------|------------------------------------|
| Property ID:              | 315323               | Legal Description: | VILLA VISTA NO. 2 BLK 3 LOTS 8 & 9 |
| Geographic ID:            | V3800-02-003-0038-00 | Zoning:            | RS                                 |
| Type:                     | Real                 | Agent Code:        |                                    |
| Property Use Code:        |                      |                    |                                    |
| Property Use Description: |                      |                    |                                    |

#### Location

|                  |                            |         |                 |
|------------------|----------------------------|---------|-----------------|
| Address:         | 514 N CANTU<br>WESLACO, TX | Mapsc0: |                 |
| Neighborhood:    | VILLA VISTA #1 & #2        | Map ID: | CWL VOL 7 PG 50 |
| Neighborhood CD: | V380001                    |         |                 |

#### Owner

|                  |                                       |              |                   |
|------------------|---------------------------------------|--------------|-------------------|
| Name:            | HERNANDEZ ARCELIA CHAVEZ              | Owner ID:    | 1121175           |
| Mailing Address: | 1327 BRIAN ST<br>ALAMO, TX 78516-4039 | % Ownership: | 100.000000000000% |
|                  |                                       | Exemptions:  |                   |

### Values

|                                       |   |          |                       |
|---------------------------------------|---|----------|-----------------------|
| (+) Improvement Homesite Value:       | + | \$0      |                       |
| (+) Improvement Non-Homesite Value:   | + | \$17,168 |                       |
| (+) Land Homesite Value:              | + | \$0      |                       |
| (+) Land Non-Homesite Value:          | + | \$21,300 | Ag / Timber Use Value |
| (+) Agricultural Market Valuation:    | + | \$0      | \$0                   |
| (+) Timber Market Valuation:          | + | \$0      | \$0                   |
| -----                                 |   |          |                       |
| (=) Market Value:                     | = | \$38,468 |                       |
| (-) Ag or Timber Use Value Reduction: | - | \$0      |                       |
| -----                                 |   |          |                       |
| (=) Appraised Value:                  | = | \$38,468 |                       |
| (-) HS Cap:                           | - | \$0      |                       |
| -----                                 |   |          |                       |
| (=) Assessed Value:                   | = | \$38,468 |                       |

### Taxing Jurisdiction

Owner: HERNANDEZ ARCELIA CHAVEZ

December 7, 2021

% Ownership: 100.0000000000%

Total Value: \$38,468

| Entity                      | Description          | Tax Rate | Appraised Value | Taxable Value | Estimated Tax |
|-----------------------------|----------------------|----------|-----------------|---------------|---------------|
| CAD                         | APPRAISAL DISTRICT   | 0.000000 | \$38,468        | \$38,468      | \$0.00        |
| CWL                         | CITY OF WESLACO      | 0.696700 | \$38,468        | \$38,468      | \$268.01      |
| DR1                         | DRAINAGE DISTRICT #1 | 0.102600 | \$38,468        | \$38,468      | \$39.47       |
| GHD                         | HIDALGO COUNTY       | 0.575000 | \$38,468        | \$38,468      | \$221.19      |
| JCC                         | SOUTH TEXAS COLLEGE  | 0.171800 | \$38,468        | \$38,468      | \$66.09       |
| R02                         | ROAD DIST 02         | 0.000000 | \$38,468        | \$38,468      | \$0.00        |
| SST                         | SOUTH TEXAS SCHOOL   | 0.049200 | \$38,468        | \$38,468      | \$18.93       |
| SWL                         | WESLACO ISD          | 1.018900 | \$38,468        | \$38,468      | \$391.95      |
| Total Tax Rate:             |                      | 2.614200 |                 |               |               |
| Taxes w/Current Exemptions: |                      |          |                 |               | \$1,005.64    |
| Taxes w/o Exemptions:       |                      |          |                 |               | \$1,005.63    |

## Improvement / Building

**Improvement #1:** RESIDENTIAL State Code: A1 Living Area: 720.0 sqft Value: \$17,168

| Type | Description     | Class CD   | Exterior Wall | Year Built | SQFT  |
|------|-----------------|------------|---------------|------------|-------|
| MA   | MAIN AREA       | BRKFA - 4M | DBRK          | 1970       | 720.0 |
| POR  | PORCH (COVERED) | *          |               | 1970       | 40.0  |

## Land

| # | Type | Description | Acres  | Sqft    | Eff Front | Eff Depth | Market Value | Prod. Value |
|---|------|-------------|--------|---------|-----------|-----------|--------------|-------------|
| 1 | L    | LOT         | 0.0689 | 3000.00 | 30.00     | 100.00    | \$10,650     | \$0         |
| 2 | L    | LOT         | 0.0689 | 3000.00 | 30.00     | 100.00    | \$10,650     | \$0         |

## Roll Value History

| Year | Improvements | Land Market | Ag Valuation | Appraised | HS Cap | Assessed |
|------|--------------|-------------|--------------|-----------|--------|----------|
| 2022 | \$17,168     | \$21,300    | 0            | 38,468    | \$0    | \$38,468 |
| 2021 | \$17,168     | \$21,300    | 0            | 38,468    | \$0    | \$38,468 |
| 2020 | \$14,571     | \$21,300    | 0            | 35,871    | \$0    | \$35,871 |
| 2019 | \$10,597     | \$20,100    | 0            | 30,697    | \$0    | \$30,697 |
| 2018 | \$12,474     | \$20,100    | 0            | 32,574    | \$0    | \$32,574 |
| 2017 | \$11,921     | \$10,050    | 0            | 21,971    | \$0    | \$21,971 |
| 2016 | \$11,320     | \$10,050    | 0            | 21,370    | \$0    | \$21,370 |
| 2015 | \$11,320     | \$10,050    | 0            | 21,370    | \$0    | \$21,370 |
| 2014 | \$13,482     | \$10,050    | 0            | 23,532    | \$0    | \$23,532 |
| 2013 | \$13,482     | \$10,200    | 0            | 23,682    | \$0    | \$23,682 |
| 2012 | \$13,482     | \$10,200    | 0            | 23,682    | \$0    | \$23,682 |
| 2011 | \$13,498     | \$10,200    | 0            | 23,698    | \$0    | \$23,698 |
| 2010 | \$11,412     | \$10,200    | 0            | 21,612    | \$0    | \$21,612 |
| 2009 | \$11,412     | \$10,200    | 0            | 21,612    | \$0    | \$21,612 |

December 7, 2021



2008 \$11,412 \$10,200 0 21,612 \$0 \$21,612

### Deed History - (Last 3 Deed Transactions)

| # | Deed Date | Type | Description      | Grantor                             | Grantee                             | Volume | Page | Deed Number |
|---|-----------|------|------------------|-------------------------------------|-------------------------------------|--------|------|-------------|
| 1 | 3/2/2018  | SVD  | SPEC WD/VEN LIEN | DIVERSIFIED INVESTMENT HOLDING CORP | HERNANDEZ ARCELIA CHAVEZ            |        |      | 2893337     |
| 2 | 5/2/2017  | SWD  | SPEC. W/D        | ATKINS JAMES P                      | DIVERSIFIED INVESTMENT HOLDING CORP |        |      | 2810720     |
| 3 | 7/27/2016 | SHD  | SHERIFF'S DEED   | ESPARZA SAGRARIO                    | ATKINS JAMES P                      |        |      | 2732976     |

### Tax Due

Property Tax Information as of 08/20/2021

Amount Due if Paid on: 

| Year | Taxing Jurisdiction | Taxable Value | Base Tax | Base Taxes Paid | Base Tax Due | Discount / Penalty & Interest | Attorney Fees | Amount Due |
|------|---------------------|---------------|----------|-----------------|--------------|-------------------------------|---------------|------------|
|------|---------------------|---------------|----------|-----------------|--------------|-------------------------------|---------------|------------|

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 381-8466.

Doc-2893337



\*VG-120-2018-2893337\*

Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, Texas 78540

Document No: 2893337

Billable Pages: 3

Recorded On: March 02, 2018 10:56 AM

Number of Pages: 4

\*\*\*\*\*Examined and Charged as Follows\*\*\*\*\*

Total Recording: \$ 44.00

\*\*\*\*\*THIS PAGE IS PART OF THE DOCUMENT\*\*\*\*\*

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document No: 2893337  
Receipt No: 20180302000125  
Recorded On: March 02, 2018 10:56 AM  
Deputy Clerk: Pete Diaz  
Station: Mcallen-CC-K22.hccm.com

**Record and Return To:**

Pueblo De Palmas  
P.O. Box 1000  
Mission TX 78573



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, Texas



## **SPECIAL WARRANTY DEED WITH VENDOR'S LIEN**

**Notice of Confidentiality Rights:** If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your Social Security Number or your Driver's License Number.

**Date:** JANUARY 18, 2018

**Grantor:** DIVERSIFIED INVESTMENT HOLDING CORP.

**Grantor's Mailing Address (including county):**

P.O. BOX 1000  
MISSION, TEXAS 78573-1000  
HIDALGO COUNTY

**Grantee:** ARCELIA CHAVEZ HERNANDEZ

**Grantee's Mailing Address (including County):**

1327 BRIAN ST.  
ALAMO, TX 78516  
HIDALGO COUNTY

**Consideration:** TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note (the "Purchase Note") of even date, that is in the principal amount of **\$42,500.00** and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to PATRICK MOORE, Trustee.

**Property (including any improvements):**

LOTS 8 AND 9, BLOCK 3, VILLA VISTA SUBDIVISION, UNIT NO. 2, AN ADDITION TO THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 50, MAP RECORDS, HIDALGO COUNTY, TEXAS.

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

**SAVE AND EXCEPT** all oil, gas, and other minerals not previously reserved by prior Grantors are expressly reserved by grantor herein, together with the right of ingress and egress at all times for mining, drilling, exploring, operating, and developing the property for oil, gas, and other minerals and for removing them from the property. If this interest is subject to an existing lease for oil and gas or oil, gas, and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the interest and payable under the lease;

**SUBJECT TO** Only one temporary or permanent single-family dwelling may be located on each lot, which is restricted to single family use by the plat of the subdivision and/or by restrictive covenants referred to in this instrument.

**SUBJECT TO** Declaration of Restrictive Covenants, if any, recorded in the Official Records of Hidalgo County, Texas, and all subsequent Amendments of declaration of restrictive covenants recorded in the Official Records of Hidalgo County, Texas;

**SUBJECT TO** visible and apparent easements on or across the subject property;

**SUBJECT TO** minimum floor elevations, minimum building setback lines, utility easements, and other requirements shown on the map of said subdivision if available;

**SUBJECT TO** all recorded restrictions, reservations, covenants, conditions, oil, gas and mineral leases, mineral severances and other instruments, other than liens and conveyances, that affect the property;

**SUBJECT TO** Easements, right-of-way, and prescriptive rights, whether of record or not;

**SUBJECT TO** taxes for the current year and all subsequent years, payment of which are expressly assumed by the Grantee herein.

**SUBJECT TO** Right of redemption resulting from the property tax foreclosure deed recorded on July 27, 2016 as Document Number 2732977 in the Official Records of Hidalgo County, Texas.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor, but not otherwise.

**Grantor has executed and delivered this Deed and has granted, bargained, sold and conveyed the Property, and Grantee has accepted this Deed and has purchased the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without limitations, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions, drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.**

The vendor's lien against and superior title to the property are retained until Purchase Note described is fully paid according to its terms, at which time this deed shall become absolute.



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

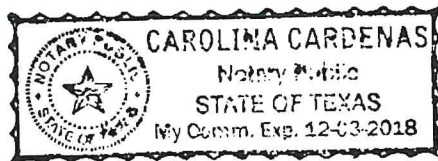
DIVERSIFIED INVESTMENT HOLDING CORP.

BY: J. Gary Frisby  
J. Gary Frisby, President

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF HIDALGO   §

This instrument was acknowledged before me on January 18, 2018  
by J. Gary Frisby, President of DIVERSIFIED INVESTMENT HOLDING CORP., a Texas  
Corporation on behalf of said corporation.



Carolina Cardenas  
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

DIVERSIFIED INVESTMENT HOLDING CORP.  
P.O. BOX 1000  
MISSION, TEXAS 78573-1000

AFTER RECORDING RETURN TO:

ARCELIA CHAVEZ HERNANDEZ  
1327 BRIAN ST.  
ALAMO, TX 78516

Doc-2893338



\*VG-120-2018-2893338\*

Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, Texas 78540

Document No: 2893338

Billable Pages: 8

Recorded On: March 02, 2018 10:56 AM

Number of Pages: 9

\*\*\*\*\*Examined and Charged as Follows\*\*\*\*\*

Total Recording: \$ 64.00

\*\*\*\*\*THIS PAGE IS PART OF THE DOCUMENT\*\*\*\*\*

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document No: 2893338  
Receipt No: 20180302000125  
Recorded On: March 02, 2018 10:56 AM  
Deputy Clerk: Pete Diaz  
Station: Mcallen-CC-K22.hccm.com

**Record and Return To:**

Pueblo De Palmas  
P.O. Box 1000  
  
Mission TX 78573



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, Texas



## DEED OF TRUST

**Notice of Confidentiality Rights:** If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your Social Security Number or your Driver's License Number.

**Date:** JANUARY 18, 2018

**Grantor:** ARCELIA CHAVEZ HERNANDEZ

**Grantor's Mailing Address (including County):**  
1327 BRIAN ST.  
ALAMO, TX 78516  
HIDALGO COUNTY

**Trustee:** PATRICK MOORE

**Trustee's Mailing Address (including county):**  
100 SAVANNAH SUITE 380  
McALLEN, TEXAS 78503  
HIDALGO COUNTY

**Beneficiary:** DIVERSIFIED INVESTMENT HOLDING CORP.

**Beneficiary's Mailing Address (including county):**  
P.O. BOX 1000  
MISSION, TEXAS 78573-1000  
HIDALGO COUNTY, TEXAS

**Note:**

**Date:** JANUARY 18, 2018

**Amount:** \$42,500.00

**Maker:** ARCELIA CHAVEZ HERNANDEZ

**Payee:** DIVERSIFIED INVESTMENT HOLDING CORP.

**Final Maturity Date:** As therein provided

**Terms of Payment:** As therein provided

**Property (including any improvements):**

LOTS 8 AND 9, BLOCK 3, VILLA VISTA SUBDIVISION, UNIT NO. 2, AN  
ADDITION TO THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS,  
ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE  
50, MAP RECORDS, HIDALGO COUNTY, TEXAS.

**Other Exceptions to Conveyance and Warranty:**

SUBJECT TO oil, gas, and mineral reservation of record;  
SUBJECT TO minimum floor elevations, minimum building setback lines, utility easements, and  
other requirements shown on the map of said subdivision;  
SUBJECT TO easements and right-of-way of record;

For value received and to secure payment of the note, Grantor conveys the property to Trustee in  
trust. Grantor warrants and agrees to defend the title to the property. If Grantor performs all the  
covenants and pays the note according to its terms, this deed of trust shall have no further effect,  
and Beneficiary shall release it at Grantor's expense.

**Grantor's Obligations**

Grantor agrees to:

1. Keep the property in good repair and condition;
2. Pay all taxes and assessments on the property when due;
3. Preserve the lien's priority as it is established in this deed of trust;
4. Maintain, in a form acceptable to Beneficiary, an insurance policy that:
  - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;
  - b. contains an 80% coinsurance clause;
  - c. provides fire and extended coverage, including windstorm coverage;
  - d. protects Beneficiary with a standard mortgage clause;
  - e. provides flood insurance at any time the property is in a flood hazard area; and
  - f. contains such other coverage as Beneficiary may reasonably require;
5. Comply at all times with the requirements of the 80% coinsurance clause;
6. Deliver the insurance policy to Beneficiary and deliver renewals to Beneficiary at least ten days before expiration;
7. Keep any buildings occupied as required by the insurance policy; and
8. If this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments.
9. Keep the property free of trash and debris and the grass mowed; and
10. To pay beneficiary a fee specified by a separate agreement if Grantor fails to comply with 9. above.



### **Beneficiary's Rights**

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
3. Beneficiary may apply any proceeds received under the insurance policy either to reduce the note or to repair or replace damaged or destroyed improvements covered by the policy.
4. If Grantor fails to perform any of Grantor's obligations, (which include but are not limited to the timely payment of property taxes, insurance and accrued interest) Beneficiary may perform those obligations and (a) be reimbursed by Grantor on demand at the place where the note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the note for matured, unpaid amounts; or (b) add the amount advanced by Beneficiary to the principal balance of the note. The sum to be reimbursed or added to the principal of the note shall be secured by this deed of trust.
5. If Grantor defaults on the note or fails to perform any of Grantor's obligations or if default occurs on a prior lien note or other instrument, Beneficiary may:
  - a. declare the unpaid principal balance and earned interest on the note immediately due;
  - b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
  - c. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.

### **Trustee's Duties**

If requested by Beneficiary to foreclose this lien, Trustee shall:

1. Either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
2. Sell and convey all or part of the property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
3. From the proceeds of the sale, pay, in this order:
  - a. expenses of foreclosure, including a commission to Trustee of 5% of the bid;
  - b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
  - c. any amounts required by law to be paid before payment to Grantor; and
  - d. to Grantor, any balance.

### General Provisions

1. If any of the property is sold under this deed of trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the property will be presumed to be true.
3. Proceedings under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.
5. If any portion of the note cannot be lawfully secured by this deed of trust, payments shall be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the note or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the note and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due under the note and deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the note or performance of this deed of trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the note and this deed of trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.
8. Interest on the debt secured by this deed of trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the



debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

9. When the context requires, singular nouns and pronouns include the plural.
10. The term "note" includes all sums secured by this deed of trust.
11. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
12. If Grantor and Maker are not the same person, the term "Grantor" shall include Maker.
13. Grantor shall be in default if Grantor borrows money to pay ad valorem taxes from any third party without Beneficiary's prior written consent, and such loan is secured by the assignment to the third party of a lien on the Property pursuant to Section 32.06 of the Texas Tax Code. In such event, Beneficiary may exercise all remedies under this deed of trust and Texas law.
14. The parties further agree as follows:  
Grantor agrees to mediate in good faith all matters in dispute with Beneficiary or holder of the note hereby secured. Following mediation, all unresolved issues will be resolved by binding arbitration.

- (a) Absent an agreement to use other rules, the arbitration will be controlled by the American Arbitration Association's Commercial Arbitration Rules.
- (b) Grantor agrees that Beneficiary or the holder of the hold hereby secured shall have the right to invoke self-help remedies (such as sending notification of acceleration, and conducting a non-judicial sale of the real property described herein) before or after arbitration. The Beneficiary or holder of the note hereby secured need not await the outcome of the arbitration before using self-help remedies. Use of self-help shall not operate as a waiver of either party's right to compel arbitration.
- (c) A timely written notice of intent to arbitration pursuant to this Deed of Trust stays and/or abates any and all action in a trial court, save and except a hearing on a motion to compel arbitration and/or the entry of an order compelling arbitration and staying and/or abating the litigation pending the filing of the final award of the arbitrators.
- (d) Any aggrieved party shall serve a written notice of intent to arbitrate to any and all opposing parties within 360 days after dispute has arisen. A dispute is defined to have arisen only upon receipt of service of judicial process or of a complaint in arbitration. Failure to serve a written notice of intent to arbitrate within the time specified above shall be denied a waiver of the aggrieved party's right to compel arbitration of such claim. The issue of waiver pursuant to this Deed of Trust is an arbitrable dispute.
- (e) Active participation in pending litigation during the 360-day notice period, whether as plaintiff or defendant, is not a waiver of the right to compel arbitration. All discovery obtained in the pending litigation may be used in any subsequent arbitration proceeding.

- (f) The Parties further agree that (i) no arbitration proceeding shall be certified as a class action or proceed as a class action, and (ii) no arbitration proceeding hereunder shall be consolidated with, or joined in any way with, any other arbitration proceeding.
- (g) All statutes of limitation which would otherwise be applicable shall apply to any arbitration proceeding hereunder and the commencement of any arbitration proceeding tolls such limitations.
- (h) In any arbitration proceeding subject to this provision, the arbitrators, or majority of them, are specifically empowered to decide (by documents only, or with a hearing, at the arbitrators' sole discretion) pre-hearing motions which are substantially similar to pre-hearing motions to dismiss and motions for summary adjudication.
- (i) This arbitration provision shall survive any termination, amendment, or expiration of this Deed of Trust, unless all of the Parties otherwise expressly agree in writing.
- (j) Each Party shall pay one half of the costs of mediation and arbitration, but each party shall pay his own attorney fees and costs of discovery during the arbitration.
- (k) The arbitrators, shall not have the authority to award attorney's fees and costs to either party.
- (l) Venue of any arbitration proceeding hereunder shall be in Hidalgo County, Texas.

15. Grantor represents that this deed of trust and the note are given for the following purposes:

**Purpose Clause:** The debt evidenced by the note is in part payment of the purchase price of the property; the debt is secured by this deed of trust and by a vendor's lien on the property, which is expressly retained in a deed of even date given by DIVERSIFIED INVESTMENT HOLDING CORP. to Grantor. This deed of trust does not waive the vendor's lien, and the two liens and the rights created by this instrument shall be cumulative. Beneficiary may elect to foreclose under either of the liens without waiving the other or may foreclose under both. The deed is incorporated into this deed of trust.

**Assumption With Consent:** The Property may be sold, transferred, or conveyed provided that (1) any subsequent buyer assumes in writing for the benefit of Beneficiary or other holder of the Note the obligation to pay the Note and to perform the covenants and agreements in this Deed of Trust in accordance with the terms of those instruments and (2) Grantor or the subsequent buyer obtains prior written consent to the sale from Beneficiary or other holder of the Note. Beneficiary may make its consent to the sale subject to such terms and conditions as Beneficiary may require in Beneficiary's sole discretion. No such assumption will release Grantor from any liabilities or obligations arising under the Note or Deed of Trust, unless Beneficiary expressly releases Grantor from such liability in writing. If all or any part of the Property is sold, conveyed, leased for a period longer than three years, leased with an option to purchase, otherwise sold (including by contract for deed), or otherwise transferred or conveyed without prior written consent of Beneficiary or other holder of the Note, Beneficiary or other holder of the Note may, at its sole option, declare the outstanding principal balance of the Note plus accrued interest immediately due and payable. Any deed under threat or order of condemnation,



any conveyance solely between Grantors, and the passage of title by reason of death of a Grantor or by operation of law will not be construed as a sale or conveyance of the Property.

**Tax and Insurance Reserve or Escrow Account:** At Beneficiary's option, Grantor agrees to make an initial deposit in a reasonable amount to be determined by Beneficiary and then monthly payments to a fund for taxes and insurance premiums on the property. Monthly payments will be made on the payment dates specified in the note, and each payment will be one-twelfth of the amount that Beneficiary estimates will be required annually for payment of taxes and insurance premiums. If Grantor does not make the initial deposit upon Beneficiary's request, Beneficiary may elect to require Grantor's monthly escrow to be allocated over less than a twelve month period. The fund will accrue no interest, and Beneficiary will hold it without bond in escrow and use it to pay the taxes and insurance premiums. If Grantor has complied with the requirements of this paragraph, Beneficiary must pay taxes before delinquency. Grantor agrees to make additional deposits on demand if the fund is ever insufficient for its purpose. If an excess accumulates in the fund, Beneficiary may either credit it to future monthly deposits until the excess is exhausted or refund it to Grantor. Before Grantor makes the final payment on the note, Beneficiary will credit to that payment the whole amount then in the fund. If this deed of trust is foreclosed, any balance in the fund over that needed to pay taxes, including taxes accruing but not yet payable, and to pay insurance premiums will be paid under paragraph 3, "Trustee Duties." If the property is transferred, any balance then in the fund will still be subject to the provisions of this paragraph and will inure to the benefit of the transferee. Deposits to the fund described in this paragraph are in addition to the monthly payments provided for in the note. Notwithstanding anything to the contrary in the note hereby secured, if taxes are being escrowed, all payments received on the note shall be, at Beneficiary's option, credited first to the tax escrow payment, then to pay the accrued interest, and then to reduce the principal. If taxes are not being escrowed, the Grantors covenant and agree to deliver to Beneficiary by February 1<sup>st</sup> of each calendar year, beginning with the first February following the current year, tax receipts showing all taxes for the previous year have been fully paid and satisfied and in the event Grantor fails to do so, Beneficiary, at his option, may declare a default under the Deed of Trust and declare the entire indebtedness hereby secured to be at once due and payable.

**Reinstatement Agreements:** Grantor hereby appoints the holder of the Note hereby secured ("Holder") as Grantor's attorney-in-fact to execute reinstatement agreements from time to time to reinstate the Note as an installment note after Holder has accelerated the Note. Holder's authority as Grantor's attorney-in-fact is limited to execution of such reinstatement agreements. This power of attorney is coupled with an interest and may not be revoked until the Note is paid in full. Nothing in this paragraph shall obligate Holder to reinstate the Note after acceleration, and the decision to reinstate the Note is wholly within Holder's discretion.

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

Arceia Chavez Hernandez  
ARCELIA CHAVEZ HERNANDEZ

Doc-2893338

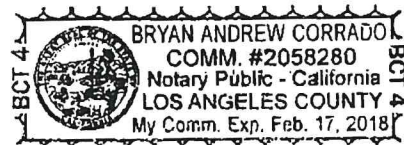
**ACKNOWLEDGMENT**

CA  
STATE OF ~~TEXAS~~ §  
COUNTY OF Los Angeles §

This instrument was acknowledged before me on Feb. 9<sup>th</sup>, 20 18 by  
ARCELIA CHAVEZ HERNANDEZ.

  
Notary Public, State of Texas CA

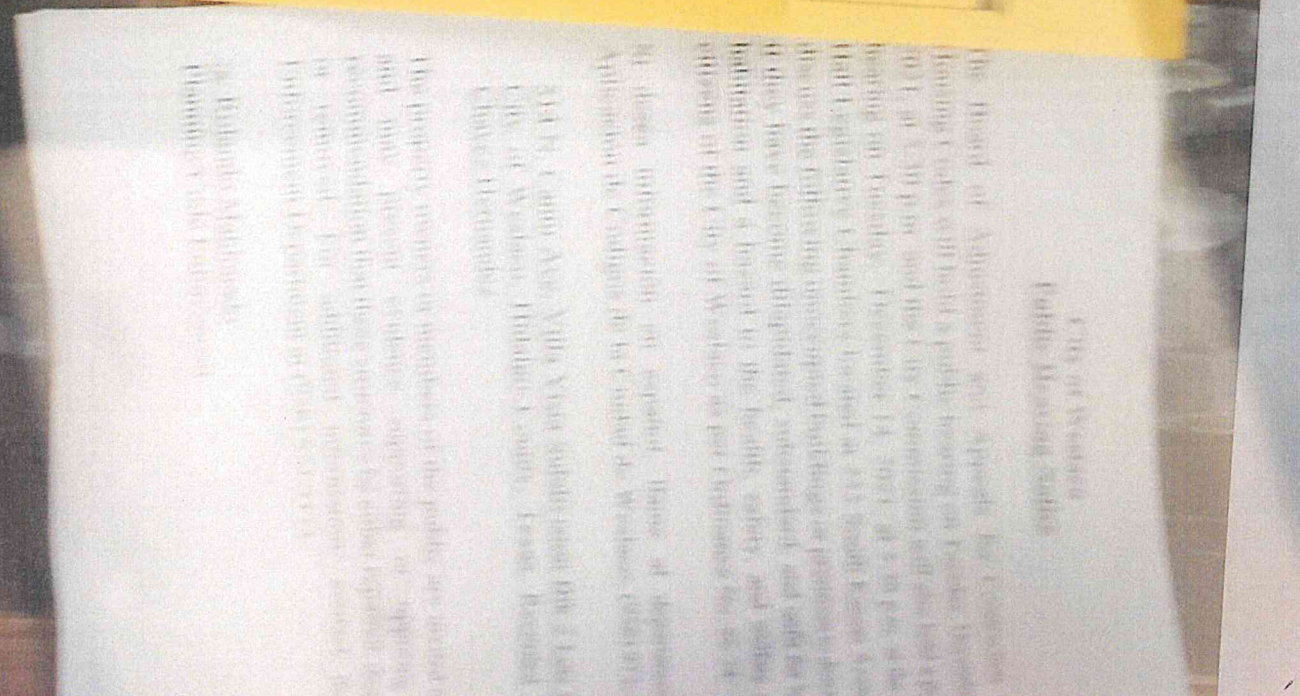
PREPARED IN THE OFFICE OF:  
**DIVERSIFIED INVESTMENT HOLDING CORP.**  
**P.O. BOX 1000**  
**MISSION, TEXAS 78573-1000**



AFTER RECORDING RETURN TO:  
**DIVERSIFIED INVESTMENT HOLDING CORP.**  
**P.O. BOX 1000**  
**MISSION, TEXAS 78573-1000**

Pueblo de Palmas, Inc.  
NMLS #319106  
CORINA TAPIA # 270202





11-18-21  
514 N. Carter





December 7, 2021

514 N. Santa





574 N. Lincoln St.









514 N. Maple St.





514 N. Center St.



**WESLACO FIRE MARSHAL'S OFFICE**  
**255 S. KANSAS**  
**WESLACO, TEXAS 78596**  
**(956) 447-1990 FAX (956) 969-4921**

**DILAPIDATED STRUCTURE INSPECTION REPORT**

DATE: 4/21/21 X INSPECTION REINSPECTION  
FACILITY NAME: Abandoned Residence  
PHYSICAL & MAILING ADDRESS: 300 Bluebonnet Weslaco, TX 78596  
PHONE #: \_\_\_\_\_ OWNER/MANAGER: \_\_\_\_\_

TYPE OF INSPECTION: COMPLAINT OCCUPANCY CLASS: RESIDENCE

|   |    |                              |
|---|----|------------------------------|
|   | 1  | Deteriorated interior walls  |
| X | 2  | Deteriorated roof            |
| X | 3  | Vegetation overgrowth        |
| X | 4  | Unsecured doors              |
|   | 5  | Unsecured windows            |
|   | 6  | Debris inside                |
| X | 7  | Debris outside               |
|   | 8  | Exposed electrical wiring    |
|   | 9  | Broken or missing windows    |
| X | 10 | Broken or missing door       |
|   | 11 | Signs or feces               |
|   | 12 | Signs of transients/vagrants |

|  |    |                                         |
|--|----|-----------------------------------------|
|  | 13 | Sheetrock walls exposed                 |
|  | 14 | Sheetrock ceiling exposed               |
|  | 15 | Signs of roof leaking                   |
|  | 16 | Broken and/or uneven floors             |
|  | 17 | Animals (dogs, cats, mice, etc.) inside |
|  | 18 | Severe fire damage                      |
|  | 19 | Roof collapsed and/or exposed           |
|  | 20 | Graffiti                                |
|  | 21 | Broken/cracked exterior walls           |
|  | 22 | Other:                                  |
|  | 23 | Other:                                  |
|  | 24 | Other:                                  |

**NOTE: THESE CONDITIONS CONSTITUTE A FIRE HAZARD.**

COMPLIES WITHIN CODE TODAY x DOES NOT COMPLY AT THIS TIME WILL REINSPECT BY:

OWNER/OCCUPANT

Asst. Fire Marshal Mike Swinnea  
FIRE MARSHAL/FIRE INSPECTOR

SUCH CONDITIONS ARE VIOLATIONS OF EITHER CITY OR STATE FIRE PREVENTION REGULATIONS. PLEASE CORRECT HAZARD(S) AND HELP PREVENT FIRES. NON-COMPLIANCE IS SUBJECT TO PENALTIES UNDER CITY & STATE REGULATIONS.



## Board of Adjustments & Appeals- Zoning Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                  |                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| <b>Date of Meeting:</b><br>December 7, 2021                                                                                                                                                                                                                                                                                                                      | <b>Agenda Item No.</b> (to be assigned by<br>PCE): IV. F |
| <b>From:</b><br>Rolando Maldonado, Code Enforcement Officer, on behalf of City of Weslaco                                                                                                                                                                                                                                                                        |                                                          |
| <b>Subject/Agenda Item:</b><br>To discuss the following unoccupied building on premises to determine if they have become dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225 |                                                          |
| <b>Discussion/Overview:</b><br>The Code Enforcement is requesting for the structure either be repaired to current building codes or demolished<br><br>Legal Description: 1410 Clifton St. being C Davenport BLK 9 LOTS 6-7, City of Weslaco, Hidalgo County, Texas.<br><br>Recorded Owner: Asuncion Sagredo Puente                                               |                                                          |
| <b>Staff recommendation for Commission's Action:</b><br>Staff recommends compliance with the ordinance.                                                                                                                                                                                                                                                          |                                                          |
| <b>Attachments, (if any):</b><br>Supporting documents.                                                                                                                                                                                                                                                                                                           |                                                          |
| <b>Responsibilities upon Commission's Action:</b><br>Staff will advise owner.                                                                                                                                                                                                                                                                                    |                                                          |



STATE OF TEXAS  
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, Building Inspector in and for the City of Weslaco, Hidalgo County, Texas, on this day personally appeared Mr. Rolando Maldonado after being by me; duly sworn upon his oath deposes and says:

My name is Mr. Rolando Maldonado and I am 58 years old and my date of birth is July 2, 1963. I work at the City of Weslaco Code Enforcement Department in Weslaco, Texas and I can be reached at phone number ( 956 ) 684-7184.

I want to say that I gave the following statement to Kayla Arevalo of the Planning & Code Enforcement Department on December 1, 2021.

On November 22, 2021, I posted notice of Public Hearings for the Board of Adjustments and Appeals of Building and the City Commission at 1410 Clifton St. Weslaco, Texas.

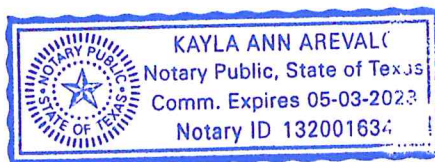
The above statement is true and correct to the best of my knowledge and recollection and I give it of my own free will.

Rolando Maldonado

AFFIANT

NOTARY

SWORN AND SUBSCRIBED before me, this 1<sup>st</sup> day of Dec 2021 and that the above facts are true and correct to the best of her knowledge.



Kayla Arevalo  
(Notary's Official Signature)

5/3/23  
(Commission Expires)

Under the Authority of the Texas Government Code, chapter 602.002, a notary public engaged in the performance of the notary's duty.

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COUNTY OF HIDALGO

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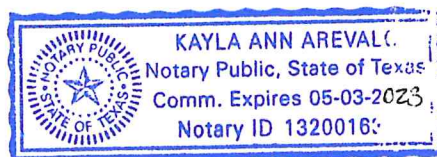
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# City of Weslaco

*"The City on the Grow"*



David Suarez, Mayor  
Leo Muñoz, Mayor Pro-Tem, District 1  
Greg Kerr, Commissioner, District 2  
Jose "J.P." Rodriguez, Commissioner, District 3  
Adrian Farias, Commissioner, District 4  
Letty Lopez, Commissioner, District 5  
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

September 2, 2021

Asuncion Sagredo Puente

1410 Clifton St

Weslaco, Texas 78596-6532

**RE: Dilapidated Structure at 1410 Clifton St. Weslaco, Texas**

**Legally described as being; C DAVENPORT BLK 9 LOTS 6 & 7 RS**

Dear A S Puente

Please be advised that the City's Planning and Code Enforcement Department believes the main structure at the above address is in violation of **Weslaco, Texas Code of Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec. 26-225** because it is dilapidated, substandard, or it has become unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco. Staff has completed inspections of the structure and property and expects to recommend to the City Commission in the near future that the structure either be repaired to current building codes or demolished by the owner.

The staff recommendation regarding your property will be made at a Public Hearing. As required by ordinance, we will attempt to notify you by certified mail with return receipt requested, and by publishing notice in The Monitor newspaper advising of the date and time of the Public Hearing. You will have the opportunity to address the City Commission regarding the property at this hearing.

At the Public Hearing, the City Commission is likely to order that the property be repaired to current building codes or demolished within 60 days as recommended by staff. It is important that you attend the public hearing, because you are allowed to voice your opinion on behalf of your property. Please note that any other citizen(s) present may voice their opinions as well.

The purpose of this letter is to provide you advance notice that staff expects to recommend that the structure(s) be repaired to current building codes or demolished so that you may have additional time to consider your options for the property prior to any further action by the Planning and Code Enforcement Department.

**IT IS VERY IMPORTANT THAT YOU CONTACT ME AS SOON AS POSSIBLE REGARDING THIS MATTER SO WE CAN KNOW THE ACTIONS YOU WILL TAKE REGARDING THIS PROPERTY. CONTACT ME AT (956) 447-3401 EXT # 3120 MON- FRI 8AM- 5PM**

Sincerely,

Rolando Maldonado  
  
Code Enforcement Officer

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>®</sup> RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com).

**OFFICIAL USE**

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate):  
☐ Return Receipt (hardcopy) \$  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

Postmark  
Here

Postage

\$

Total Postage

\$

Sent To

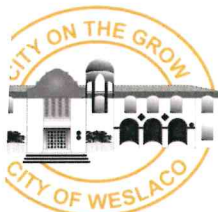
Street and Apt.

City, State, Zip

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Asuncion Sagredo Puente  
 1410 Clifton St.  
 Weslaco, Texas 78596-6532



Clifton St., Weslaco, Texas

David Suarez, Mayor  
 Leo Muñoz, Mayor Pro-Tem, District 1  
 Greg Kerr, Commissioner, District 2  
 Jose "J.P." Rodriguez, Commissioner, District 3  
 Adrian Farias, Commissioner, District 4  
 Letty Lopez, Commissioner, District 5  
 Josh Pedraza, Commissioner, District 6

Andrew Munoz, Interim City Manager

11/19/2021

**NOTICE OF PUBLIC HEARING**

Dear Mr Asuncion Sagredo Puente

Please be advised that the Code Enforcement Department for the City of Weslaco has determined that you are the legal owner(s) of the property and the building(s) located at 1410 Clifton St., legally described as being; C. Davenport Blk 9 Lots #6 & 7 RS, **a Subdivision to the City of Weslaco, Hidalgo County, Texas, together with all improvements** and it finds that the building(s) does not meet the minimum standards for continued use and occupancy. The structure has been inspected and found to be dilapidated, substandard, unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco, placing it in violation of Weslaco, Texas Code of Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec. 26-225.

**On December 7, 2021, at 5:30 pm**, has been set as the date for a public hearing at the Legislative Chambers located at 255 S. Kansas, Weslaco, Texas. In this hearing the Code Enforcement Inspector shall present evidence as to why the building does not meet the minimum standards for continued use and occupancy. On this date, you as the owner(s) of the above-mentioned property and building shall have an equal opportunity to present evidence in your defense. Members of the general public will also be given an opportunity to voice their opinion regarding the premise or building, the subject of this public hearing.

**On December 14, 2021, at 5:30 pm**, the City Commission, depending on the evidence presented, may find that the building or premise is a public nuisance and may direct that the building or premise be either repaired or removed. **At no time will repairs or removal of the building or premise be required less than fifteen (15) days from the public hearing day or exceed more than sixty (60) days from the public hearing date.**

If the City Commission votes to remove or repair the building on your property and you do not comply within the time restraints set forth by the Commission, the City of Weslaco may cause the demolition of the building on your property and all the costs and expenses incurred, including administrative costs will be charged to you against the property. A lien will be placed on property in the amount of all expenses and charges incurred.

If you have any questions or comments regarding this notice, please call me at (956) 447-3401 Ext. # 3120.

Sincerely,

*Robert Maldonado*  
 Code Enforcement Inspector

CC: C/E files



## HOUSING INSPECTION CHECKLIST

| GENERAL INFORMATION                                        |                 |                         |                                                                                                                                                                                           |  |
|------------------------------------------------------------|-----------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| ADDRESS OF INSPECTED UNIT<br><u>1410</u>                   |                 |                         | HOUSING TYPE<br><br><input checked="" type="checkbox"/> Single Family<br><input type="checkbox"/> Duplex Dwelling<br><input type="checkbox"/> Apartment<br><input type="checkbox"/> Other |  |
| STREET<br><u>Clifton</u>                                   | CITY<br>Weslaco |                         |                                                                                                                                                                                           |  |
| COUNTY<br>Hidalgo                                          | STATE<br>TX     | ZIP<br>78596            |                                                                                                                                                                                           |  |
| NAME OF OWNER OR AGENCY AUTHORIZED TO LEASE UNIT INSPECTED |                 |                         | PHONE NO.                                                                                                                                                                                 |  |
| ITEM NO. 1. LIVING ROOM                                    |                 | COMMENT                 | INITIAL ASSESSMENT                                                                                                                                                                        |  |
| 1.1 ELECTRICITY                                            |                 | <u>wiring removed</u>   | <u>7</u>                                                                                                                                                                                  |  |
| 1.2 WINDOW CONDITION                                       |                 |                         | <u>6</u>                                                                                                                                                                                  |  |
| 1.3 CEILING CONDITION                                      |                 |                         | <u>6</u>                                                                                                                                                                                  |  |
| 1.4 WALL CONDITION                                         |                 | <u>dry wall removed</u> | <u>7</u>                                                                                                                                                                                  |  |
| 1.5 FLOOR CONDITION                                        |                 |                         | <u>5</u>                                                                                                                                                                                  |  |
| ITEM NO. 2. KITCHEN                                        |                 | COMMENT                 | INITIAL ASSESSMENT                                                                                                                                                                        |  |
| 2.1 ELECTRICITY                                            |                 | <u>wiring removed</u>   | <u>7</u>                                                                                                                                                                                  |  |
| 2.2 WINDOW CONDITION                                       |                 |                         | <u>6</u>                                                                                                                                                                                  |  |
| 2.3 CEILING CONDITION                                      |                 |                         | <u>6</u>                                                                                                                                                                                  |  |
| 2.4 WALL CONDITION                                         |                 | <u>dry wall removed</u> | <u>7</u>                                                                                                                                                                                  |  |
| 2.5 FLOOR CONDITION                                        |                 | <u>tile</u>             | <u>5</u>                                                                                                                                                                                  |  |
| ITEM NO. 3. BATHROOM                                       |                 | COMMENT                 | INITIAL ASSESSMENT                                                                                                                                                                        |  |
| 3.1 ELECTRICITY                                            |                 |                         | <u>7</u>                                                                                                                                                                                  |  |
| 3.2 WINDOW CONDITION                                       |                 |                         | <u>6</u>                                                                                                                                                                                  |  |
| 3.3 CEILING CONDITION                                      |                 | <u>Hole in ceiling</u>  | <u>7</u>                                                                                                                                                                                  |  |
| 3.4 WALL CONDITION                                         |                 |                         | <u>7</u>                                                                                                                                                                                  |  |
| 3.5 FLOOR CONDITION                                        |                 |                         | <u>5</u>                                                                                                                                                                                  |  |
| 3.6 FLUSH TOILET IN ENCLOSED ROOM IN UNIT                  |                 |                         | <u>4</u>                                                                                                                                                                                  |  |
| 3.7 FIXED WASH BASIN IN LAVATORY IN UNIT                   |                 |                         | <u>7</u>                                                                                                                                                                                  |  |
| 3.8 TUB OR SHOWER IN UNIT                                  |                 |                         | <u>7</u>                                                                                                                                                                                  |  |
| 3.9 VENTILATION                                            |                 |                         | <u>7</u>                                                                                                                                                                                  |  |

14/10

| ITEM NO. 4. OTHER ROOMS USED<br>FOR LIVING & HALLS | COMMENT          | INITIAL<br>ASSESSMENT |
|----------------------------------------------------|------------------|-----------------------|
| 4.1 ELECTRICITY/ILLUMINATION                       | wiring removal   | 7                     |
| 4.2 WINDOW CONDITION                               | broken           | 5                     |
| 4.3 CEILING CONDITION                              | water damage     | 4                     |
| 4.4 WALL CONDITION                                 | dry wall removal | 7                     |
| 4.5 FLOOR CONDITION                                |                  | 5                     |
| ITEM NO. 5. ROOM CODE* AND<br>ROOM LOCATION        | COMMENT          | INITIAL<br>ASSESSMENT |
| 5.1 ELECTRICITY/ILLUMINATION                       | }                |                       |
| 5.2 WINDOW CONDITION                               |                  |                       |
| 5.3 CEILING CONDITION                              |                  |                       |
| 5.4 WALL CONDITION                                 |                  |                       |
| 5.5 FLOOR CONDITION                                |                  |                       |
| ITEM NO. 6. BUILDING EXTERIOR                      | COMMENT          | INITIAL<br>ASSESSMENT |
| 6.1 CONDITION OF FOUNDATION                        |                  | 4                     |
| 6.2 CONDITION OF STAIRS, RAILS<br>AND PORCHES      |                  | 4                     |
| 6.3 CONDITION OF ROOF AND<br>GUTTERS               | hole in roof     | 7                     |
| 6.4 CONDITION OF EXTERIOR<br>SURFACES              |                  | 4                     |
| 6.5 LEAD PAINT: EXT. SURFACES                      |                  | 7                     |
| ITEM NO. 7. HEATING & PLUMBING                     | COMMENT          | INITIAL<br>ASSESSMENT |
| 7.1 ADEQUACY OF HEATING EQUIP                      |                  | 7                     |
| 7.2 SAFETY OF HEATING EQUIP.                       |                  | 7                     |
| 7.3 VENTILATION/COOLING                            |                  | 7                     |
| 7.4 WATER HEATER                                   |                  | 7                     |
| 7.5 APPROVABLE WATER SUPPLY                        |                  | 7                     |
| 7.6 PLUMBING                                       |                  | 4                     |
| 7.7 SEWER CONNECTION                               |                  | 7                     |



1412

### INSPECTION SUMMARY (OPTIONAL)

| ITEM NO. | REASON FOR COMMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | Structure was found to be in a condition of neglect by owners. As the housing report indicates several areas are considered to be in severe dilapidation. Homeowners would have to provide a plan of remodeling to bring structure into compliance. All elements of electrical and plumbing are in decay and disrepair. It is in this inspectors opinion that the structure is in such dilapidated state that plan for reconstruction or remodeling would have to be developed to bring this structure into compliance. |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          | * No improvements have been made to structure since prior inspection                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

RECOMMENDATION: REPAIR \_\_\_\_\_ DEMOLISH ✓ VACATE \_\_\_\_\_

#### \*INTERPRETATION OF NUMERIC SCALE

- 1 = Newly constructed
- 2 = Good condition requiring no repairs
- 3 = Standard condition requiring minor maintenance repair from normal seasonal wear
- 4 = Substandard condition requiring major maintenance repair from an accumulation of seasonal wear, and abnormal wear from abusive treatment and neglect
- 5 = Deteriorating condition requiring major structural repair resulting from a period of substandard conditions; considered a health hazard
- 6 = Dilapidated condition requiring more than 50% structural replacement
- 7 = Severe dilapidated condition that would require immediate attention

INSPECTED BY

DATE





1910 Clinton St







**WESLACO FIRE MARSHAL'S OFFICE**  
**255 S. KANSAS**  
**WESLACO, TEXAS 78596**  
**(956) 447-1990 FAX (956) 969-4921**

**DILAPIDATED STRUCTURE INSPECTION REPORT**

DATE: 4/21/21 X INSPECTION REINSPECTION  
FACILITY NAME: Abandoned Residence  
PHYSICAL & MAILING ADDRESS: 1410 Clifton Weslaco, TX 78596  
PHONE #: OWNER/MANAGER:

TYPE OF INSPECTION: COMPLAINT OCCUPANCY CLASS: RESIDENCE

|   |    |                              |
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# LAND INVESTIGATION SERVICES

P.O. Box 530211  
Harlingen, Texas 78550

(956)467-6674 Mobile  
rgvreports@gmail.com

**Location:** 1410 Clifton St.

**Property ID:** 157325

**Taxpayer Name:** Puente A S  
1410 Clifton St  
Weslaco, Tx. 78596-6532

## TITLE REPORT

**CERTIFICATION DATE:** August 24, 2021

### LEGAL DESCRIPTION:

Lots 6 and 7, Block 9, C. DAVENPORT SUBDIVISION, an addition to the city of Weslaco, Hidalgo County, Texas, according to map or plat thereof recorded in Volume 10 Page 14, Map Records, Hidalgo County, Texas. **SUBJECT TO:** Subdivision regulations of the county of Hidalgo and/or Ordinances or governmental regulation of the City in which the property may be located or holding extra-territorial jurisdiction of said property.

**RECORD OWNER:** Asuncion Sagredo Puente, a widow

### TITLE VIA:

Warranty Deed from Clifton Davenport and wife, Nelle T. Davenport, filed for record February 5, 1957, in Volume 880 Page 537, Deed Records, Hidalgo County, Texas.

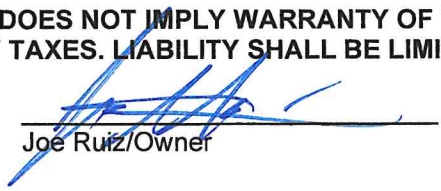
**NOTE:** It appears that her son, Pedro Puente has a vested interest to subject property, as evidenced by Mechanic's Lien Contract For Labor filed for record October 2, 1967, in Volume 145 Page 753, Mechanic's Lien Records, Hidalgo County, Texas. However, no deed of record filed in his favor.

**LIENS:** None on record.

**ABSTRACT OF JUDGMENTS:** None on record

**CIVIL RECORDINGS:** None on record.

**NOTICE: THE INFORMATION CONTAINED HEREIN DOES NOT IMPLY WARRANTY OF TITLE, NOR DOES IT REFLECT INVESTIGATION OF PROPERTY TAXES. LIABILITY SHALL BE LIMITED TO THE AMOUNT OF THE TITLE REPORT FEE.**

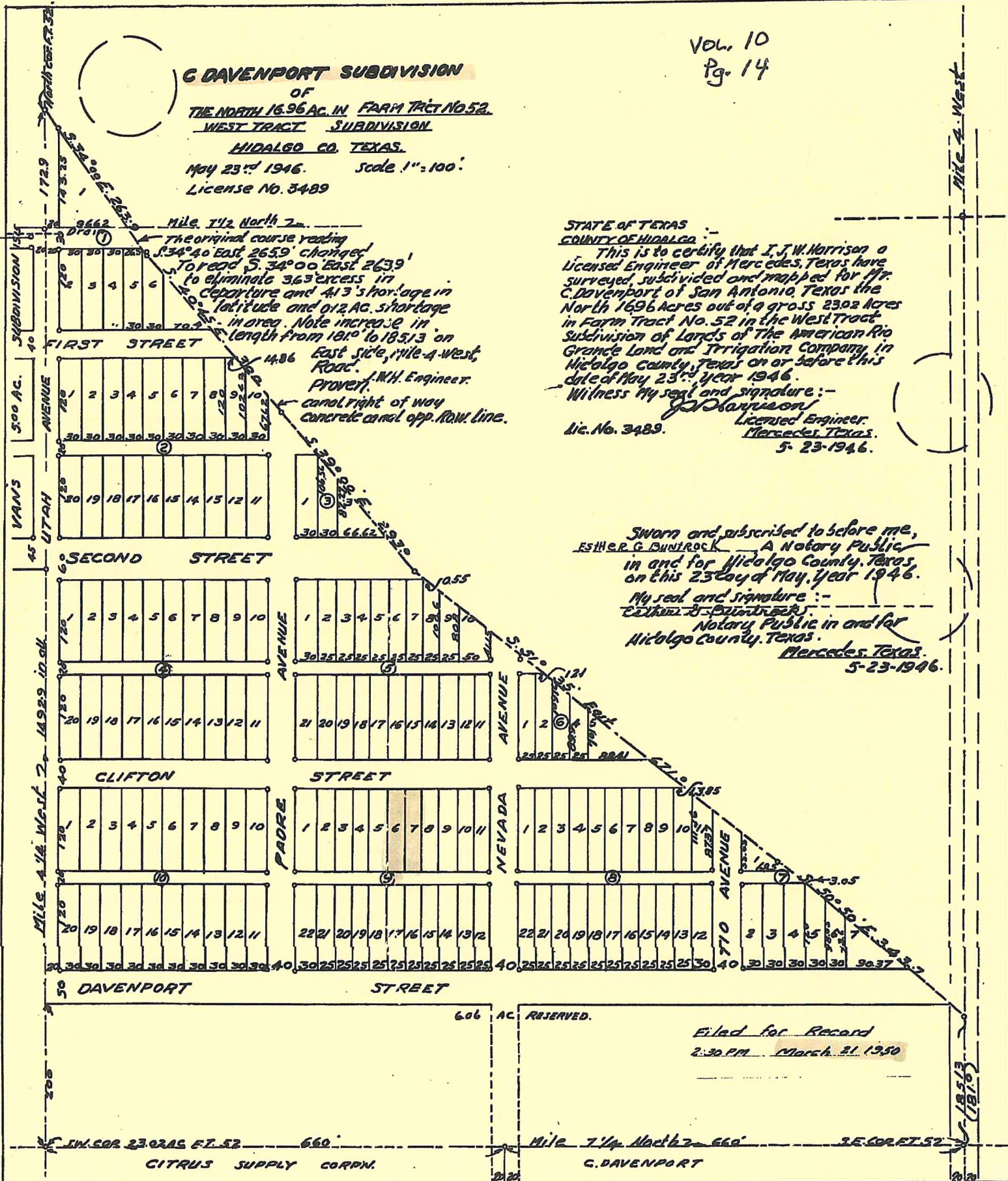
  
Joe Ruiz/Owner

VOL. 10  
Pg. 14

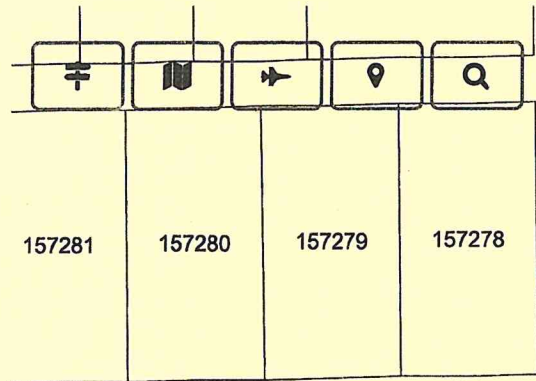
**C DAVENPORT SUBDIVISION**  
OF  
**THE NORTH 16.96 AC. IN FARM TRACT NO. 52**  
**WEST TRACT SUBDIVISION**  
**HIDALGO CO. TEXAS.**  
May 23<sup>rd</sup> 1946. Scale 1" = 100'.  
License No. 3489

STATE OF TEXAS  
COUNTY OF HIDALGO  
This is to certify that J. J. W. Harrison a  
Licensed Engineer of Mercedes, Texas have  
surveyed, subdivided and mapped for Mr.  
C. Davenport of San Antonio, Texas the  
North 16.96 Acres out of a gross 23.02 Acres  
in Farm Tract No. 52 in the West Tract  
Subdivision of Lands of The American Rio  
Grande Land and Irrigation Company in  
Hidalgo County, Texas on or before this  
date of May 23<sup>rd</sup> Year 1946.  
Witness My seal and signature:-  
J. J. W. Harrison  
Lic. No. 3489. Licensed Engineer.  
Mercedes, Texas.  
5-23-1946.

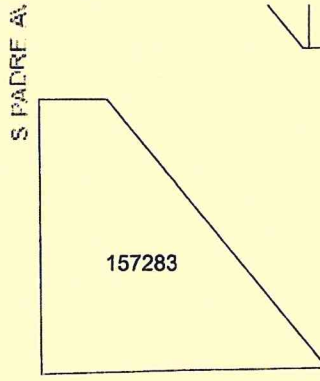
Sworn and subscribed to before me,  
ESTHER G. DUNNICK, A Notary Public  
in and for Hidalgo County, Texas  
on this 23<sup>rd</sup> day of May, Year 1946.  
My seal and signature:-  
ESTHER G. DUNNICK  
Notary Public in and for  
Hidalgo County, Texas.  
Mercedes, Texas.  
5-23-1946.



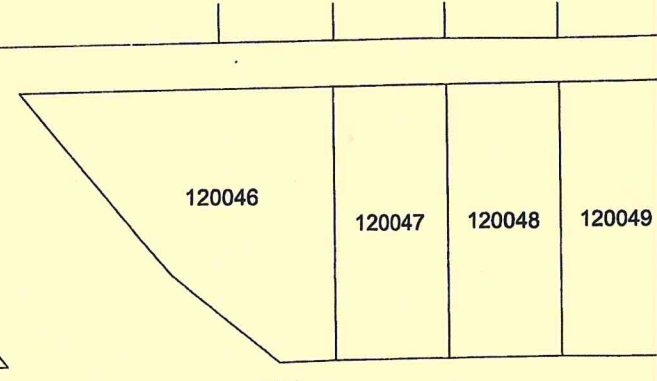




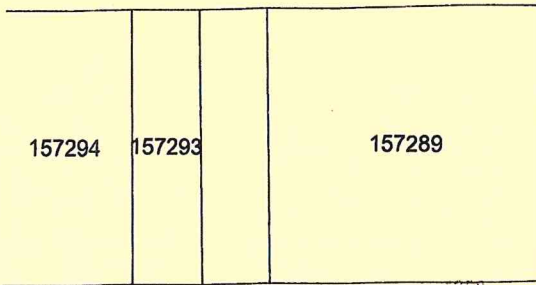
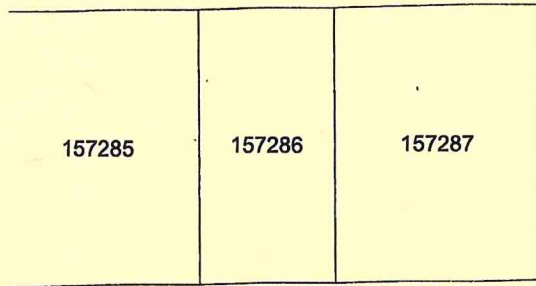
ID ST



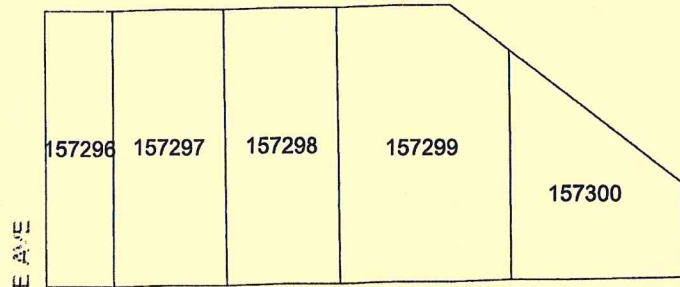
E 2ND ST



E 2ND ST

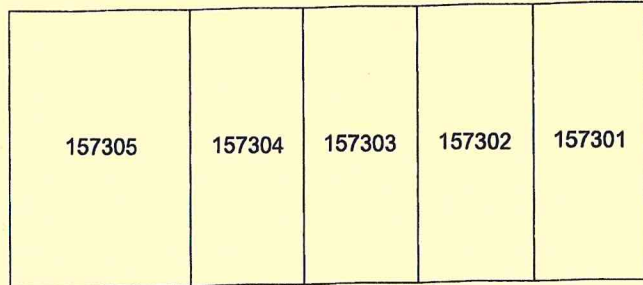


CLIFTON ST

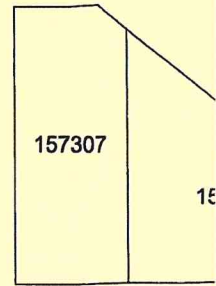


S PADRE AVE

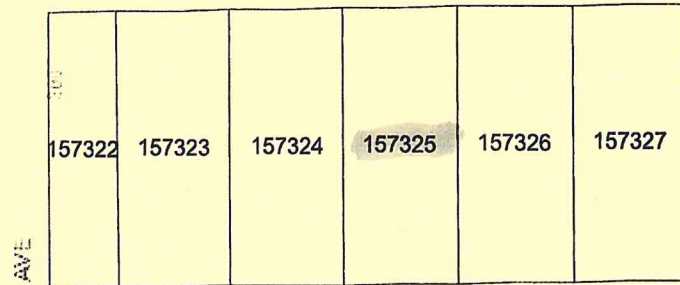
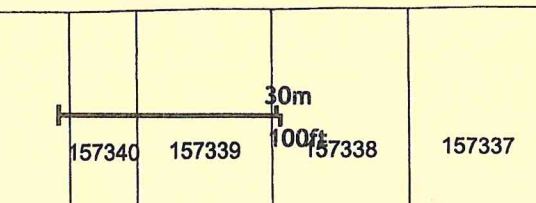
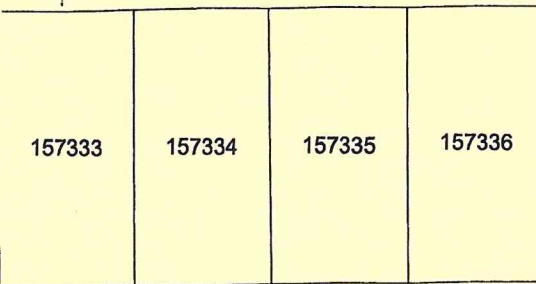
CLIFTON ST



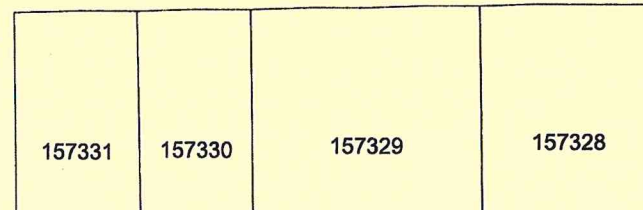
S NEVADA AVE



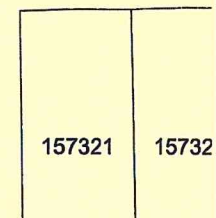
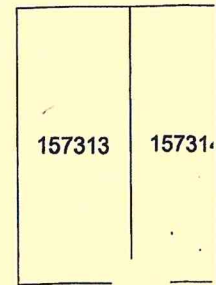
CLIFTON ST



S PADRE AVE



S NEVADA AVE



## Hidalgo CAD

Property Search Results > 157325 PUENTE A S for Tax Year: 2022  
Year 2022

### Property

#### Account

|                           |                      |                    |                              |
|---------------------------|----------------------|--------------------|------------------------------|
| Property ID:              | 157325               | Legal Description: | C DAVENPORT BLK 9 LOTS 6 & 7 |
| Geographic ID:            | D1000-01-009-0006-00 | Zoning:            | RS                           |
| Type:                     | Real                 | Agent Code:        |                              |
| Property Use Code:        |                      |                    |                              |
| Property Use Description: |                      |                    |                              |

#### Location

|                  |                                |         |                  |
|------------------|--------------------------------|---------|------------------|
| Address:         | 1410 CLIFTON ST<br>WESLACO, TX | Mapsco: |                  |
| Neighborhood:    | DAVENPORT #1, #2, & #3         | Map ID: | CWL VOL 10 PG 14 |
| Neighborhood CD: | D100001                        |         |                  |

#### Owner

|                  |                                           |              |                 |
|------------------|-------------------------------------------|--------------|-----------------|
| Name:            | PUENTE A S                                | Owner ID:    | 113993          |
| Mailing Address: | 1410 CLIFTON ST<br>WESLACO, TX 78596-6532 | % Ownership: | 100.0000000000% |
|                  |                                           | Exemptions:  |                 |

### Values

|                                       |   |          |                       |
|---------------------------------------|---|----------|-----------------------|
| (+) Improvement Homesite Value:       | + | \$0      |                       |
| (+) Improvement Non-Homesite Value:   | + | \$13,282 |                       |
| (+) Land Homesite Value:              | + | \$0      |                       |
| (+) Land Non-Homesite Value:          | + | \$18,000 | Ag / Timber Use Value |
| (+) Agricultural Market Valuation:    | + | \$0      | \$0                   |
| (+) Timber Market Valuation:          | + | \$0      | \$0                   |
| -----                                 |   |          |                       |
| (=) Market Value:                     | = | \$31,282 |                       |
| (-) Ag or Timber Use Value Reduction: | - | \$0      |                       |
| -----                                 |   |          |                       |
| (=) Appraised Value:                  | = | \$31,282 |                       |
| (-) HS Cap:                           | - | \$0      |                       |
| -----                                 |   |          |                       |
| (=) Assessed Value:                   | = | \$31,282 |                       |

### Taxing Jurisdiction

Owner: PUENTE A S

December 7, 2021



% Ownership: 100.000000000000%

Total Value: \$31,282

| Entity                      | Description          | Tax Rate | Appraised Value | Taxable Value | Estimated Tax |
|-----------------------------|----------------------|----------|-----------------|---------------|---------------|
| CAD                         | APPRAISAL DISTRICT   | 0.000000 | \$31,282        | \$31,282      | \$0.00        |
| CWL                         | CITY OF WESLACO      | 0.696700 | \$31,282        | \$31,282      | \$217.94      |
| DR1                         | DRAINAGE DISTRICT #1 | 0.102600 | \$31,282        | \$31,282      | \$32.10       |
| GHD                         | HIDALGO COUNTY       | 0.575000 | \$31,282        | \$31,282      | \$179.87      |
| JCC                         | SOUTH TEXAS COLLEGE  | 0.171800 | \$31,282        | \$31,282      | \$53.74       |
| R02                         | ROAD DIST 02         | 0.000000 | \$31,282        | \$31,282      | \$0.00        |
| SST                         | SOUTH TEXAS SCHOOL   | 0.049200 | \$31,282        | \$31,282      | \$15.39       |
| SWL                         | WESLACO ISD          | 1.018900 | \$31,282        | \$31,282      | \$318.73      |
| Total Tax Rate:             |                      | 2.614200 |                 |               |               |
| Taxes w/Current Exemptions: |                      |          |                 |               | \$817.77      |
| Taxes w/o Exemptions:       |                      |          |                 |               | \$817.77      |

## Improvement / Building

**Improvement #1:** RESIDENTIAL State Code: A1 Living Area: 690.0 sqft Value: \$13,282

| Type | Description     | Class CD  | Exterior Wall | Year Built | SQFT  |
|------|-----------------|-----------|---------------|------------|-------|
| MA   | MAIN AREA       | WDFA - 2P | DWD           | 1983       | 540.0 |
| POR  | PORCH (COVERED) | *         |               | 1983       | 40.0  |
| CPT  | CARPORT         | *         |               | 1983       | 209.0 |
| ADD  | ADDITION        | WDFA - 2P | DWD           | 1983       | 150.0 |

## Land

| # | Type | Description | Acres  | Sqft    | Eff Front | Eff Depth | Market Value | Prod. Value |
|---|------|-------------|--------|---------|-----------|-----------|--------------|-------------|
| 1 | L    | LOT         | 0.1377 | 6000.00 | 50.00     | 120.00    | \$18,000     | \$0         |

## Roll Value History

| Year | Improvements | Land Market | Ag Valuation | Appraised | HS Cap | Assessed |
|------|--------------|-------------|--------------|-----------|--------|----------|
| 2022 | \$13,282     | \$18,000    | 0            | 31,282    | \$0    | \$31,282 |
| 2021 | \$13,282     | \$18,000    | 0            | 31,282    | \$0    | \$31,282 |
| 2020 | \$10,571     | \$18,000    | 0            | 28,571    | \$0    | \$28,571 |
| 2019 | \$9,513      | \$18,000    | 0            | 27,513    | \$0    | \$27,513 |
| 2018 | \$9,513      | \$18,000    | 0            | 27,513    | \$0    | \$27,513 |
| 2017 | \$9,513      | \$18,000    | 0            | 27,513    | \$0    | \$27,513 |
| 2016 | \$9,163      | \$18,000    | 0            | 27,163    | \$0    | \$27,163 |
| 2015 | \$9,163      | \$18,000    | 0            | 27,163    | \$0    | \$27,163 |
| 2014 | \$12,491     | \$18,000    | 0            | 30,491    | \$0    | \$30,491 |
| 2013 | \$12,747     | \$15,000    | 0            | 27,747    | \$0    | \$27,747 |
| 2012 | \$13,001     | \$15,000    | 0            | 28,001    | \$0    | \$28,001 |
| 2011 | \$12,887     | \$15,000    | 0            | 27,887    | \$0    | \$27,887 |
| 2010 | \$13,137     | \$15,000    | 0            | 28,137    | \$0    | \$28,137 |

December 7, 2021

|      |          |          |   |        |         |          |
|------|----------|----------|---|--------|---------|----------|
| 2009 | \$13,631 | \$15,000 | 0 | 28,631 | \$0     | \$28,631 |
| 2008 | \$14,871 | \$15,000 | 0 | 29,871 | \$2,519 | \$27,352 |

**Deed History - (Last 3 Deed Transactions)**

| # | Deed Date | Type | Description | Grantor | Grantee    | Volume | Page | Deed Number |
|---|-----------|------|-------------|---------|------------|--------|------|-------------|
| 1 |           | CONV | CONVERSION  | UNKNOWN | PUENTE A S |        |      |             |

**Tax Due**

Property Tax Information as of 08/20/2021

Amount Due if Paid on: 

| Year | Taxing Jurisdiction | Taxable Value | Base Tax | Base Taxes Paid | Base Tax Due | Discount / Penalty & Interest | Attorney Fees | Amount Due |
|------|---------------------|---------------|----------|-----------------|--------------|-------------------------------|---------------|------------|
|------|---------------------|---------------|----------|-----------------|--------------|-------------------------------|---------------|------------|

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

**Questions Please Call (956) 381-8466.**



176--WARRANTY DEED

1950

Texas Standard Form

The State of Texas, }  
County of HIDALGO, } Know All Men by These Presents:

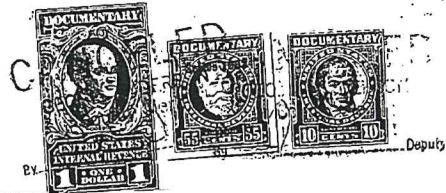
That we, Clifton Davenport and wife, Nelle T. Davenport, of  
San Antonio,

of the County of Bexar State of Texas for and in consideration  
of the sum of Ten and No/100 (\$10.00) Dollars in cash and other good and  
valuable consideration,

~~XXXXXX~~

to us in hand paid by Asuncion Sagredo Puente, a widow, the receipt of  
which is hereby acknowledged and confessed,

~~XXXXXXXXXX~~



538

have Granted, Sold and Conveyed and by these presents do Grant, Sell and Convey, unto the said

Asuncion Sagredo Puente, a widow, of Weslaco,

of the County of Hidalgo State of Texas all that certain  
lots, tracts or parcels of land lying and being situated in Hidalgo  
County, Texas, and more particularly described as follows, to wit:

All of Lots Nos. Six (6) and Seven (7) in Block No. Nine (9)  
of the C. Davenport Subdivision, Part No. One (1), an Addi-  
tion to the City of Weslaco, Hidalgo County, Texas, accord-  
ing to a map or plat of said Subdivision now of record in  
the office of the County Clerk of Hidalgo County, Texas,  
reference to which is here made for all purposes;

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

Asuncion Sagredo Puente, a widow, her  
heirs and assigns forever and we do hereby bind ourselves, our  
heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises  
unto the said

Asuncion Sagredo Puente, a widow, her  
heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any  
part thereof.

WITNESS our hands at San Antonio, Bexar County, Texas,  
this 9th day of January, 1957.

~~Attest as requested of Clerk~~

*Clifton Davenport*  
Clifton Davenport  
*Nelle T. Davenport*  
Nelle T. Davenport

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS, }  
COUNTY OF BEXAR.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared  
Clifton Davenport and Nelle T. Davenport, his wife, both  
known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that

they each executed the same for the purposes and consideration therein expressed, and the said  
Nelle T. Davenport, wife of the said Clifton Davenport  
has been examined by me privily and apart from her husband, and having the same fully explained to her, she, the  
said Nelle T. Davenport, acknowledged such instrument to be her act and deed, and she  
declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not  
wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14th day of January, A.D. 1957.

W. G. COFFEY  
Notary Public, Bexar County, Texas  
Notary Public in and for Bexar County, Texas.

THE STATE OF TEXAS, }  
COUNTY OF

Filed for Record on the 5th day of February, A.D. 1957, at 1:24 o'clock P.M.

Duly Recorded this the 8th day of February, A.D. 1957, at 2:57 o'clock P.M.

Instrument No. 1950

GEO. L. ANDERSON, County Clerk  
Hidalgo County, Texas

By *Q McDonald* Deputy



MECH. LIEN

13338

SOUTHWEST SAVINGS & LOAN ASSOCIATION  
CONTRACT FOR LABOR AND MATERIALS AND TRUST DEED

1500

This CONTRACT made and entered into by and between ASUNCION S. PUENTE  
and HENSON PEDRO PUENTE of Hidalgo County, Texas, hereinafter called OWNERS,  
and NATIONAL BUILDERS of Del Rio Texas, hereinafter called CONTRACTOR,

WITNESSETH That Contractor, for the considerations herein stated, agrees and contracts with the Owners to furnish, and pay for, all labor and materials need-

FURNISH AND INSTALL DELUXE STEEL CHANNELLING AROUND ALL WINDOWS  
AND DOORS AND STEEL CORNER POSTS TRIM UNITS. FURNISH AND INSTALL  
HEAVY DUTY BUILDERS PAINT TO INTERIORS WALLS. FURNISH AND INSTALL PLASTIC  
CORNER STEEL SIDING TO INTERIORS WALLS. FURNISH CUSTOMER TWO GALLON  
OUTSIDE GREEN PAINT.  
upon the following described tract, lot or parcel of land belonging to Owners:

LOTS No. SIX (6) AND NO. SEVEN (7) IN BLOCK 9 (NINE)  
OF THE C, DAVENPORT SUB-DIVISION NO. ONE (1) TO THE  
CITY OF WESLACO, HIDALGO COUNTY, TEXAS.

the construction of such improvements to begin after the execution and delivery of this instrument.

In consideration of the foregoing, Owners promise and agree to pay Contractor, his heirs, representatives or assigns, the sum of  
TWO THOUSAND TWO HUNDRED SEVENTY Dollars (\$ 2270)  
payable as follows: NONE cash upon the execution of this contract, and the balance of 2270 shall be evidenced  
by a note for that amount to be executed and delivered upon the completion of the improvements above described. Said note shall be payable to the order of the  
Contractor, at the office of Southwest Savings & Loan Association, Brownsville, Texas, in 60 (SIXTY) equal successive  
monthly installments of \$ 37.83 each, except the final installment, which shall be the balance then due on the note.

To secure the payment of said note, Owners hereby give, grant and convey  
to Contractor, his heirs, or assigns, an express mechanic's and materialman's lien as  
provided by the Constitution and Laws of the State of Texas, upon the hereinafter  
before described property. Said Owners, to additionally secure and enforce the  
payment of said note and in consideration of the premises hereinafter set forth,  
have granted, bargained and sold and by these presents do grant, bargain and sell  
unto John F. Sanders, Jr., as Trustee, and to his successors in this trust, all the  
hereinbefore described property and improvements. To have and to hold the said  
property unto the said Trustee or his successor forever upon the following terms  
and conditions: That if the Owners shall pay off and discharge said note accord-  
ing to its tenor and effect, then the conveyance shall become null and void and  
shall be released by the holder of the indebtedness. But should Owners default  
in the payment of said note, or fail to pay, before they become delinquent, all  
interest legally assessed against said property, or fail to keep said property fully in-  
sured against fire and other hazards, the holder of said note may, at his option,  
declare the entire remaining unpaid balance of said note immediately due, and, if  
not immediately paid, then and in that event the Trustee or his successor is hereby  
authorized and empowered to sell said property after advertising the time, place  
and terms of the sale of all of the above conveyed and described property, or any  
part thereof the privilege of selling in whole or in part being hereby granted for  
at least twenty-one days successively next before at 1 o'clock in the afternoon of  
written or printed notice thereof at three public places in the County in which  
said real estate is situated, one of which shall be at the Court House Door of such  
County, to sell the same, in accordance with such advertisement, at public auction,  
in front of the Court House of the County in which said property is situated, 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 property above conveyed  
as an entirety or in parts as the Trustee may elect, and make due conveyance  
to the purchaser or purchasers, with general warranty, binding the said owners  
and their heirs and assigns; and, out of the money arising from such sale, the  
Trustee acting shall pay: First, all the expenses of advertising sale and conveyance,  
including a commission of five per cent to himself, and then to the holder of said  
indebtedness, the full amount of principal and interest due and unpaid on said in-  
debtedness, as hereinbefore set forth, and all taxes, assessments, insurance pre-  
miums or other advancements made, as provided for herein, with interest thereon,  
pending the balance of the purchase money, if any, to the said owners, their  
heirs or assigns. If the Owners or those holding under them shall remain in pos-  
session of said property after sale, however made, such Owners or those holding  
under them shall become the tenants at sufferance of the purchaser. In the  
event of the death or the failure of the Trustee herein to act, then the legal holder  
of said indebtedness may appoint in writing a substitute Trustee who shall suc-  
ceed to all the rights and powers heretofore granted to the Trustee herein. Own-  
ers hereby acknowledge that this contract is being executed and delivered before  
any labor or materials for the erection and construction of said improvements  
have been furnished.

For a valuable consideration in hand paid by Southwest Sav-  
ings and Loan Association of Brownsville, the receipt of which is acknowledged,  
Contractor transfers and assigns the indebtedness represented by said described  
note and all fees securing its payment to Southwest Savings and Loan Association  
of Brownsville, Texas.

WITNESS OUR HANDS this 22 day of August 1967  
NATIONAL BUILDERS ASUNCION S. PUENTE  
By J. F. Sanders, Jr. Title Contractor Pedro Puente  
Contractor Owners

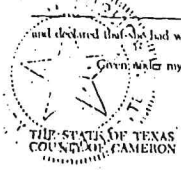
THE STATE OF TEXAS  
COUNTY OF CAMERON

Before me, the undersigned authority on this day personally appeared ASUNCION S. PUENTE  
and PEDRO PUENTE known to me to be the persons whose names are subscribed to the foregoing instru-  
ment, and they acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said

\_\_\_\_\_ wife of the said \_\_\_\_\_ having been ex-  
amined by me privily and apart from her husband, and having the same fully explained to her, she, the said

\_\_\_\_\_ acknowledged such instrument to be her act and deed,  
and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 22 day of August 1967  
William E. Gorman  
Notary Public in and for Hidalgo County, Texas



BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the persons whose names \_\_\_\_\_ subscribed to the foregoing contract and above assignment, and acknowledged to me that \_\_\_\_\_ executed the same  
for the purposes and consideration therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Notary Public in and for \_\_\_\_\_

County, Texas

753

December 7, 2021

754

13338

P

MECH. LIEN

FILED FOR RECORD THIS DATE  
AT 12:00 o'clock P.M.

OCT 2 1957

SANTOS SUTANA  
County Clerk, Hidalgo County, Texas  
By *M. K. Kelly* Deputy

*Southwest Savings & Loan Assn  
P.O. Box 849  
Brownsville, Texas  
78520*





## Board of Adjustments & Appeals- Zoning Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                  |                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| <b>Date of Meeting:</b><br>December 7, 2021                                                                                                                                                                                                                                                                                                                      | <b>Agenda Item No.</b> (to be assigned by<br>PCE): IV. G |
| <b>From:</b><br>Rolando Maldonado, Code Enforcement Officer, on behalf of City of Weslaco                                                                                                                                                                                                                                                                        |                                                          |
| <b>Subject/Agenda Item:</b><br>To discuss the following unoccupied building on premises to determine if they have become dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225 |                                                          |
| <b>Discussion/Overview:</b><br>The Code Enforcement is requesting for the structure either be repaired to current building codes or demolished<br><br>Legal Description: 901 Academy Ave being Gulf Terrace W220'7 LOTS 10, BLK 2 City of Weslaco, Hidalgo County, Texas.<br><br>Recorded Owner: Weslaco Independent School District                             |                                                          |
| <b>Staff recommendation for Commission's Action:</b><br>Staff recommends compliance with the ordinance.                                                                                                                                                                                                                                                          |                                                          |
| <b>Attachments, (if any):</b><br>Supporting documents.                                                                                                                                                                                                                                                                                                           |                                                          |
| <b>Responsibilities upon Commission's Action:</b> Staff will advise owner.                                                                                                                                                                                                                                                                                       |                                                          |

STATE OF TEXAS  
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, Building Inspector in and for the City of Weslaco, Hidalgo County, Texas, on this day personally appeared Mr. Rolando Maldonado after being by me; duly sworn upon his oath deposes and says:

My name is Mr. Rolando Maldonado and I am 58 years old and my date of birth is July 2, 1963. I work at the City of Weslaco Code Enforcement Department in Weslaco, Texas and I can be reached at phone number ( 956 ) 684-7184.

I want to say that I gave the following statement to Kayla Arevalo of the Planning & Code Enforcement Department on December 1, 2021.

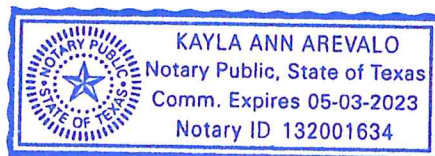
On November 18, 2021, I posted notice of Public Hearings for the Board of Adjustments and Appeals of Building and the City Commission at 901 Academy St. Weslaco, Texas.

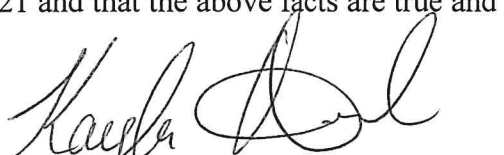
The above statement is true and correct to the best of my knowledge and recollection and I give it of my own free will.

  
AFFIANT

NOTARY

SWORN AND SUBSCRIBED before me, this 1<sup>st</sup> day of Dec 2021 and that the above facts are true and correct to the best of her knowledge.



  
(Notary's Official Signature)

5/3/23  
(Commission Expires)

Under the Authority of the Texas Government Code, chapter 602.002, a notary public engaged in the performance of the notary's duty.



STATE OF TEXAS  
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, Building Inspector in and for the City of Weslaco, Hidalgo County, Texas, on this day personally appeared Mr. Rolando Maldonado after being by me; duly sworn upon his oath deposes and says:

My name is Mr. Rolando Maldonado and I am 57 years old and my date of birth is July 2, 1963. I work at the City of Weslaco Code Enforcement Department in Weslaco, Texas and I can be reached at phone number ( 956 ) 684-7184.

I want to say that I gave the following statement to Rebekah de la Fuente of the Planning & Code Enforcement Department on March 1, 2021.

On December 15, 2020, I posted the Final Decision of the City Commission, to condemn Building at 117 Zamora St. Weslaco, Texas.

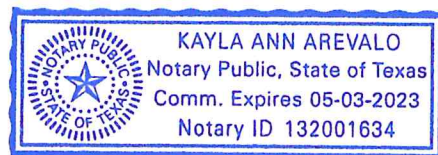
The above statement is true and correct to the best of my knowledge and recollection and I give it of my own free will.

Rolando Maldonado

AFFIANT

NOTARY

SWORN AND SUBSCRIBED before me, this 1<sup>st</sup> day of Dec 2021 and that the above facts are true and correct to the best of her knowledge.



Kayla Arevalo  
(Notary's Official Signature)

5/3/23  
(Commission Expires)

Under the Authority of the Texas Government Code, chapter 602.002, a notary public engaged in the performance of the notary's duty.

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

|                                                              |    |
|--------------------------------------------------------------|----|
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$ |
| <input type="checkbox"/> Return Receipt (electronic)         | \$ |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$ |
| <input type="checkbox"/> Adult Signature Required            | \$ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |

Postage

\$ **Weslaco Independent**  
**PO Box 2916**  
**McAllen, Texas 78502-2916**

Street

City, S.

Postmark  
Here



**David Suarez, Mayor**  
**Leo Muñoz, Mayor Pro-Tem, District 1**  
**Greg Kerr, Commissioner, District 2**  
**Jose "J.P." Rodriguez, Commissioner, District 3**  
**Adrian Farias, Commissioner, District 4**  
**Letty Lopez, Commissioner, District 5**  
**Josh Pedraza, Commissioner, District 6**

**Mike R. Perez, City Manager**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

PO Box 2916

McAllen, Texas 78502-2916

**RE: Dilapidated Structure at 901 Academy Ave Weslaco, Texas**

**Legally described as being; Gulf Terrace W220' Lot 10 Blk 2**

Weslaco ISD

Please be advised that the City's Planning and Code Enforcement Department believes the main structure at the above address is in violation of **Weslaco, Texas Code of Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec. 26-225** because it is dilapidated, substandard, or it has become unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco. Staff has completed inspections of the structure and property and expects to recommend to the City Commission in the near future that the structure either be repaired to current building codes or demolished by the owner.

The staff recommendation regarding your property will be made at a Public Hearing. As required by ordinance, we will attempt to notify you by certified mail with return receipt requested, and by publishing notice in The Monitor newspaper advising of the date and time of the Public Hearing. You will have the opportunity to address the City Commission regarding the property at this hearing.

At the Public Hearing, the City Commission is likely to order that the property be repaired to current building codes or demolished within 60 days as recommended by staff. It is important that you attend the public hearing, because you are allowed to voice your opinion on behalf of your property. Please note that any other citizen(s) present may voice their opinions as well.

The purpose of this letter is to provide you advance notice that staff expects to recommend that the structure(s) be repaired to current building codes or demolished so that you may have additional time to consider your options for the property prior to any further action by the Planning and Code Enforcement Department.

**IT IS VERY IMPORTANT THAT YOU CONTACT ME AS SOON AS POSSIBLE REGARDING THIS MATTER SO WE CAN KNOW THE ACTIONS YOU WILL TAKE REGARDING THIS PROPERTY. CONTACT ME AT (956) 447-3401 EXT # 3120 MON- FRI 8AM- 5PM**

Sincerely,

Rolando Maldonado

Code Enforcement Officer



7021 0350 0001 1926 8173

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>®</sup> RECEIPT**  
Domestic Mail Only

Board of Adjustments & Appeals to the Building Codes  
Regular meeting

For delivery information, visit our website at [www.usps.com](http://www.usps.com).

**OFFICIAL USE**

|                                                              |    |
|--------------------------------------------------------------|----|
| Certified Mail Fee                                           | \$ |
| Extra Services & Fees (check box, add fee as appropriate)    |    |
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$ |
| <input type="checkbox"/> Return Receipt (electronic)         | \$ |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$ |
| <input type="checkbox"/> Adult Signature Required            | \$ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |
| Postage                                                      | \$ |
| Total Postage and                                            |    |
| Sent To                                                      |    |
| Street and Apt. No.                                          |    |
| City, State, ZIP+4                                           |    |

Postmark Here

Weslaco Independent School District  
PO Box 2916  
McAllen, Texas 78502-2916

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



David Suarez, Mayor  
Leo Muñoz, Mayor Pro-Tem, District 1  
Greg Kerr, Commissioner, District 2  
Jose "J.P." Rodriguez, Commissioner, District 3  
Adrian Farias, Commissioner, District 4  
Letty Lopez, Commissioner, District 5  
Josh Pedraza, Commissioner, District 6

Andrew Munoz, Interim City Manager

901 Academy Ave, Weslaco, Texas

11-18-2021

**NOTICE OF PUBLIC HEARING**

Dear Weslaco Independent School District

Please be advised that the Code Enforcement Department for the City of Weslaco has determined that you are the legal owner(s) of the property and the building(s) located at 901 Academy Ave, legally described as being; Gulf Terrace, W220'-Lot 10 Blk 2, **a Subdivision to the City of Weslaco, Hidalgo County, Texas, together with all improvements** and it finds that the building(s) does not meet the minimum standards for continued use and occupancy. The structure has been inspected and found to be dilapidated, substandard, unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco, placing it in violation of Weslaco, Texas Code of Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec. 26-225.

**On December 7, 2021, at 5:30 pm**, has been set as the date for a public hearing by the Board of Adjustments and Appeals of Building at the Legislative Chambers located at 255 S. Kansas, Weslaco, Texas In this hearing the Code Enforcement Inspector shall present evidence as to why the building does not meet the minimum standards for continued use and occupancy. On this date, you as the owner(s) of the above-mentioned property and building shall have an equal opportunity to present evidence in your defense. Members of the general public will also be given an opportunity to voice their opinion regarding the premise or building, the subject of this public hearing.

**On December 14, 2021, at 5:30 pm**, has been set as the date for a Public Hearing, the City Commission, depending on the evidence presented, may find that the building or premise is a public nuisance and may direct that the building or premise be either repaired or removed. **At no time will repairs or removal of the building or premise be required less than fifteen (15) days from the public hearing day or exceed more than sixty (60) days from the public hearing date.**

If the City Commission votes to remove or repair the building on your property and you do not comply within the time restraints set forth by the Commission, the City of Weslaco may cause the demolition of the building on your property and all the costs and expenses incurred, including administrative costs will be charged to you against the property. A lien will be placed on property in the amount of all expenses and charges incurred.

If you have any questions or comments regarding this notice, please call me at (956) 447-3401 Ext. # 3120.

Sincerely,

*Rolando Maldonado*  
Code Enforcement Inspector

CC: C/E files

**WESLACO FIRE MARSHAL'S OFFICE**  
**255 S. KANSAS**  
**WESLACO, TEXAS 78596**  
**(956) 447-1990 FAX (956) 969-4921**

**DILAPIDATED STRUCTURE INSPECTION REPORT**

DATE: 6/23/21 X INSPECTION        REINSPECTION  
FACILITY NAME: Abandoned Residence  
PHYSICAL & MAILING ADDRESS: 3712 Canan St. Weslaco, TX 78596  
PHONE #:                                  OWNER/MANAGER:                                 

TYPE OF INSPECTION: COMPLAINT OCCUPANCY CLASS: RESIDENCE

|   |    |                              |
|---|----|------------------------------|
| X | 1  | Deteriorated interior walls  |
| X | 2  | Deteriorated roof            |
| X | 3  | Vegetation overgrowth        |
|   | 4  | Unsecured doors              |
|   | 5  | Unsecured windows            |
|   | 6  | Debris inside                |
| X | 7  | Debris outside               |
| X | 8  | Exposed electrical wiring    |
|   | 9  | Broken or missing windows    |
|   | 10 | Broken or missing door       |
|   | 12 | Signs of transients/vagrants |

|   |    |                                                   |
|---|----|---------------------------------------------------|
|   | 13 | Sheetrock walls exposed                           |
|   | 14 | Sheetrock ceiling exposed                         |
|   | 15 | Signs of roof leaking                             |
|   | 16 | Broken and/or uneven floors                       |
|   | 17 | Animals (dogs, cats, mice, etc.) inside           |
|   | 18 | Severe fire damage                                |
|   | 19 | Roof collapsed and/or exposed                     |
|   | 20 | Graffiti                                          |
| X | 21 | Broken/cracked exterior walls                     |
| X | 22 | Other: Unfinished house with exposed wood framing |
|   | 24 | Other:                                            |

**NOTE: THESE CONDITIONS CONSTITUTE A FIRE HAZARD.**

       COMPLIES WITHIN CODE TODAY   x   DOES NOT COMPLY AT THIS TIME        WILL REINSPECT BY:                                 

OWNER/OCCUPANT

Asst. Fire Marshal Mike Swinnea  
FIRE MARSHAL/FIRE INSPECTOR

SUCH CONDITIONS ARE VIOLATIONS OF EITHER CITY OR STATE FIRE PREVENTION REGULATIONS: PLEASE CORRECT HAZARD(S) AND HELP PREVENT FIRES. NON-COMPLIANCE IS SUBJECT TO PENALTIES UNDER CITY & STATE REGULATIONS.



## HOUSING INSPECTION CHECKLIST

| GENERAL INFORMATION                                        |                 |                         |                                                                                                                                                                       |                    |
|------------------------------------------------------------|-----------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| ADDRESS OF INSPECTED UNIT<br><b>901</b>                    |                 |                         | HOUSING TYPE                                                                                                                                                          |                    |
| STREET<br><b>Academy</b>                                   | CITY<br>Weslaco |                         | <input checked="" type="checkbox"/> Single Family<br><input type="checkbox"/> Duplex Dwelling<br><input type="checkbox"/> Apartment<br><input type="checkbox"/> Other |                    |
| COUNTY<br>Hidalgo                                          | STATE<br>TX     | ZIP<br>78596            |                                                                                                                                                                       |                    |
| NAME OF OWNER OR AGENCY AUTHORIZED TO LEASE UNIT INSPECTED |                 |                         | PHONE NO.                                                                                                                                                             |                    |
| ITEM NO. 1. LIVING ROOM                                    |                 | COMMENT                 |                                                                                                                                                                       | INITIAL ASSESSMENT |
| 1.1 ELECTRICITY                                            |                 | exposed wires           |                                                                                                                                                                       | 4                  |
| 1.2 WINDOW CONDITION                                       |                 |                         |                                                                                                                                                                       | 5                  |
| 1.3 CEILING CONDITION                                      |                 | hole in ceiling         |                                                                                                                                                                       | 7                  |
| 1.4 WALL CONDITION                                         |                 |                         |                                                                                                                                                                       | 4                  |
| 1.5 FLOOR CONDITION                                        |                 |                         |                                                                                                                                                                       | 5                  |
| ITEM NO. 2. KITCHEN                                        |                 | COMMENT                 |                                                                                                                                                                       | INITIAL ASSESSMENT |
| 2.1 ELECTRICITY                                            |                 | exposed wiring          |                                                                                                                                                                       | 4                  |
| 2.2 WINDOW CONDITION                                       |                 |                         |                                                                                                                                                                       | 5                  |
| 2.3 CEILING CONDITION                                      |                 | hole in ceiling         |                                                                                                                                                                       | 7                  |
| 2.4 WALL CONDITION                                         |                 |                         |                                                                                                                                                                       | 4                  |
| 2.5 FLOOR CONDITION                                        |                 |                         |                                                                                                                                                                       | 5                  |
| ITEM NO. 3. BATHROOM                                       |                 | COMMENT                 |                                                                                                                                                                       | INITIAL ASSESSMENT |
| 3.1 ELECTRICITY                                            |                 |                         |                                                                                                                                                                       | 4                  |
| 3.2 WINDOW CONDITION                                       |                 |                         |                                                                                                                                                                       | 5                  |
| 3.3 CEILING CONDITION                                      |                 |                         |                                                                                                                                                                       | 7                  |
| 3.4 WALL CONDITION                                         |                 |                         |                                                                                                                                                                       | 4                  |
| 3.5 FLOOR CONDITION                                        |                 | accumulation of rubbish |                                                                                                                                                                       | 5                  |
| 3.6 FLUSH TOILET IN ENCLOSED ROOM IN UNIT                  |                 |                         |                                                                                                                                                                       | 5                  |
| 3.7 FIXED WASH BASIN IN LAVATORY IN UNIT                   |                 |                         |                                                                                                                                                                       | 5                  |
| 3.8 TUB OR SHOWER IN UNIT                                  |                 |                         |                                                                                                                                                                       | 5                  |
| 3.9 VENTILATION                                            |                 |                         |                                                                                                                                                                       | 7                  |

| ITEM NO. 4. OTHER ROOMS USED<br>FOR LIVING & HALLS | COMMENT                 | INITIAL<br>ASSESSMENT |
|----------------------------------------------------|-------------------------|-----------------------|
| 4.1 ELECTRICITY/ILLUMINATION                       |                         | 5                     |
| 4.2 WINDOW CONDITION                               |                         | 7                     |
| 4.3 CEILING CONDITION                              |                         | 5                     |
| 4.4 WALL CONDITION                                 |                         | 5                     |
| 4.5 FLOOR CONDITION                                | Accumulation of rubbish | 5                     |
| ITEM NO. 5. ROOM CODE* AND<br>ROOM LOCATION        | COMMENT                 | INITIAL<br>ASSESSMENT |
| 5.1 ELECTRICITY/ILLUMINATION                       |                         | 5                     |
| 5.2 WINDOW CONDITION                               |                         | 7                     |
| 5.3 CEILING CONDITION                              |                         | 5                     |
| 5.4 WALL CONDITION                                 |                         | 5                     |
| 5.5 FLOOR CONDITION                                |                         | 5                     |
| ITEM NO. 6. BUILDING EXTERIOR                      | COMMENT                 | INITIAL<br>ASSESSMENT |
| 6.1 CONDITION OF FOUNDATION                        |                         | 6                     |
| 6.2 CONDITION OF STAIRS, RAILS<br>AND PORCHES      | holes in roof           | 7                     |
| 6.3 CONDITION OF ROOF AND<br>GUTTERS               | holes in roof           | 7                     |
| 6.4 CONDITION OF EXTERIOR<br>SURFACES              | sidin deterioration     | 7                     |
| 6.5 LEAD PAINT: EXT. SURFACES                      |                         | 7                     |
| ITEM NO. 7. HEATING & PLUMBING                     | COMMENT                 | INITIAL<br>ASSESSMENT |
| 7.1 ADEQUACY OF HEATING EQUIP                      |                         | 7                     |
| 7.2 SAFETY OF HEATING EQUIP.                       |                         | 7                     |
| 7.3 VENTILATION/COOLING                            |                         | 7                     |
| 7.4 WATER HEATER                                   |                         | 7                     |
| 7.5 APPROVABLE WATER SUPPLY                        |                         | 7                     |
| 7.6 PLUMBING                                       |                         | 7                     |
| 7.7 SEWER CONNECTION                               |                         | 7                     |



**INSPECTION SUMMARY (OPTIONAL)**

| ITEM NO. | REASON FOR COMMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | Structure was found to be in a condition of neglect by owners. As the housing report indicates several areas are considered to be in severe dilapidation. Homeowners would have to provide a plan of remodeling to bring structure into compliance. All elements of electrical and plumbing are in decay and disrepair. It is in this inspectors opinion that the structure is in such dilapidated state that plan for reconstruction or remodeling would have to be developed to bring this structure into compliance. |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

RECOMMENDATION: REPAIR \_\_\_\_\_ DEMOLISH \_\_\_\_\_ VACATE \_\_\_\_\_

**\*INTERPRETATION OF NUMERIC SCALE**

- 1 = Newly constructed
- 2 = Good condition requiring no repairs
- 3 = Standard condition requiring minor maintenance repair from normal seasonal wear
- 4 = Substandard condition requiring major maintenance repair from an accumulation of seasonal wear, and abnormal wear from abusive treatment and neglect
- 5 = Deteriorating condition requiring major structural repair resulting from a period of substandard conditions; considered a health hazard
- 6 = Dilapidated condition requiring more than 50% structural replacement
- 7 = Severe dilapidated condition that would require immediate attention

INSPECTED BY

DATE

# LAND INVESTIGATION SERVICES

P.O. Box 530211  
Harlingen, Texas 78550

(956)467-6674 Mobile  
rgvreports@gmail.com

**Location:** 901 Academy Dr.

**Property ID:** 184293

**Taxpayer Name:** Weslaco Ind. School Dist.  
PO Box 2916  
McAllen, Tx 78501-2916

## TITLE REPORT

**CERTIFICATION DATE:** August 24, 2021

### LEGAL DESCRIPTION:

TRACT 1: All of Lot 10, Block 2, GULF TERRACE, and addition to the city of Weslaco, Hidalgo County, Texas, according to map or plat thereof recorded in Volume 11 Page 44, Map Records, Hidalgo County, Texas. **SAVE AND EXCEPT** that portion conveyed to The Texas Conference Association of The Seventh Day Adventists, in Volume 1161 Page 566, Deed Records, Hidalgo County, Texas, and carried on the tax rolls as: Gulf Terrace W 220' Lot 10 Block 2 (Acct. No. G980000002001000) **SUBJECT TO:** Subdivision regulations of the county of Hidalgo and/or Ordinances or governmental regulation of the City in which the property may be located or holding extra-territorial jurisdiction of said property.

### RECORD OWNER:

Weslaco Independent School District, in trust for the use and benefit of itself and City Of Weslaco, Hidalgo County, Hidalgo County Drainage District #1, South Texas Independent School District, South Texas College and City of Weslaco Mowing Liens. **SAVE AND EXCEPT:** The East 328.0 feet thereof conveyed to Texas Conference Association of Seventh-Day Adventists, a Texas Corporation, filed for record October 28, 1966 in Volume 1161 Page 566, Deed Records, Hidalgo County, Texas.

### TITLE VIA:

Sheriffs Deed filed for record September 22, 2020, under county clerks document number 3150474, Official Records, Hidalgo County, Texas.

**ABSTRACT OF JUDGMENTS:** None on record

**CIVIL RECORDINGS:** None on record.

**NOTICE: THE INFORMATION CONTAINED HEREIN DOES NOT IMPLY WARRANTY OF TITLE, NOR DOES IT REFLECT INVESTIGATION OF PROPERTY TAXES. LIABILITY SHALL BE LIMITED TO THE AMOUNT OF THE TITLE REPORT FEE.**

  
\_\_\_\_\_  
Joe Ruiz/Owner



# GULF TERRACE

6.70 ACRES OUT THE NORTH 100 ACRES OF THE SOUTH 17.53 ACRES OF LOT 2, BLOCK 141, WEST TRACT, SUBDIVISION OF THE AMERICAN RIO GRANDE LAND & IRRIGATION COMPANY, LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS.

I, James M. Black, owner of the property, subdivided in the above and foregoing map of GULF TERRACE, do hereby make subdivision of said property according to the lines, streets, lots, alleys and easements therein shown and designate such subdivision as "GULF TERRACE," and hereby dedicate to public use as such the public streets, alleys, parks, easements and rights-of-way as shown thereon, forever, and do hereby bind myself, my heirs and assigns to warrant and forever defend the title to the land so dedicated.

Reference, the undersigned authority, personally appeared James M. Black, known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged the same for the purposes therein set forth.

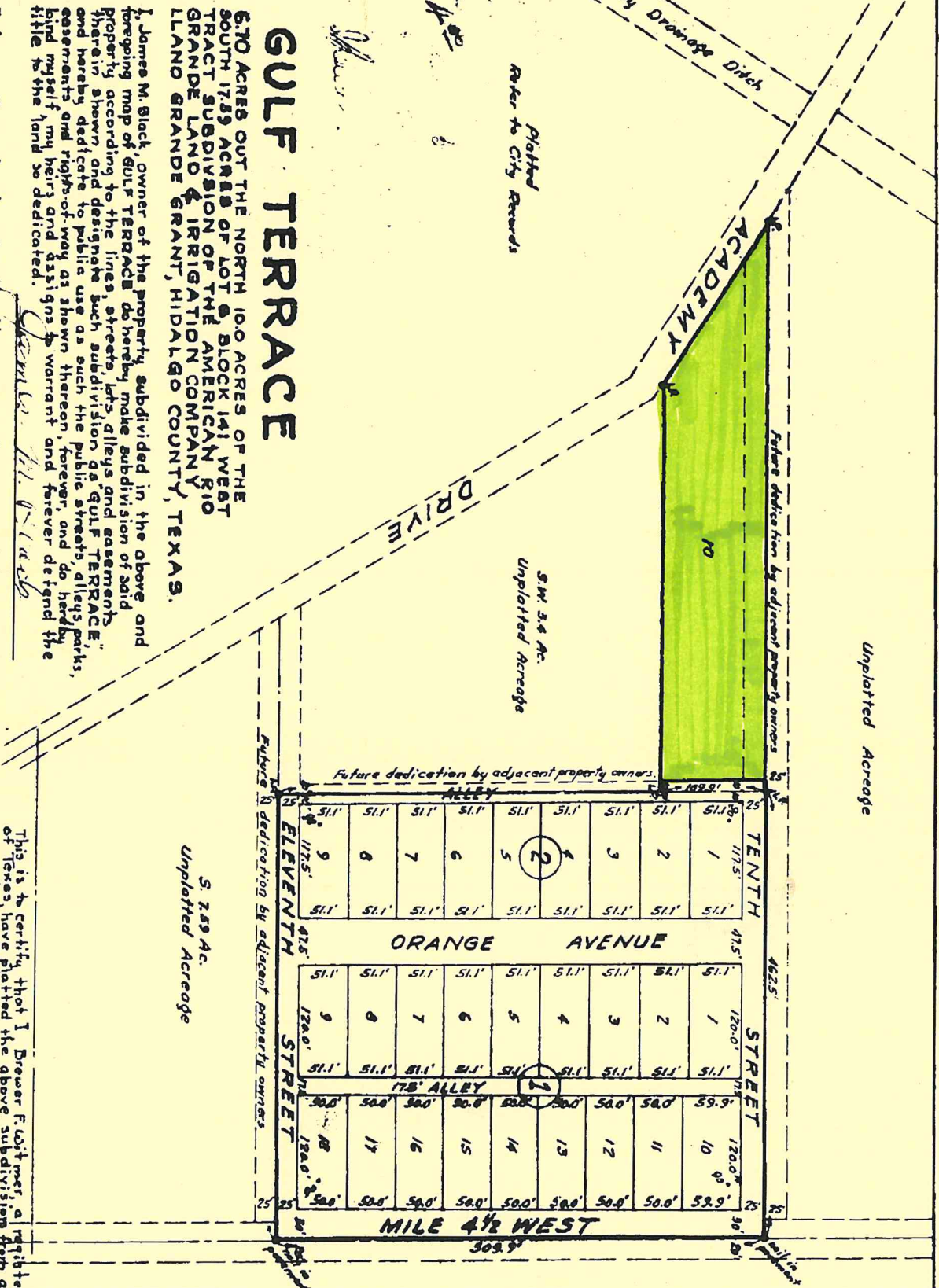
Notary Public in and for Hidalgo County, Texas.

This is to certify that I, Brewer F. Whitmer, a registered engineer of the State of Texas, have plotted the above subdivision from an actual survey on the ground, and that primary property corners are properly marked and shown on this plat, and that this plat correctly represents the survey made by me.

Reg. Professional Engineer - Texas No. 4000

James M. Black

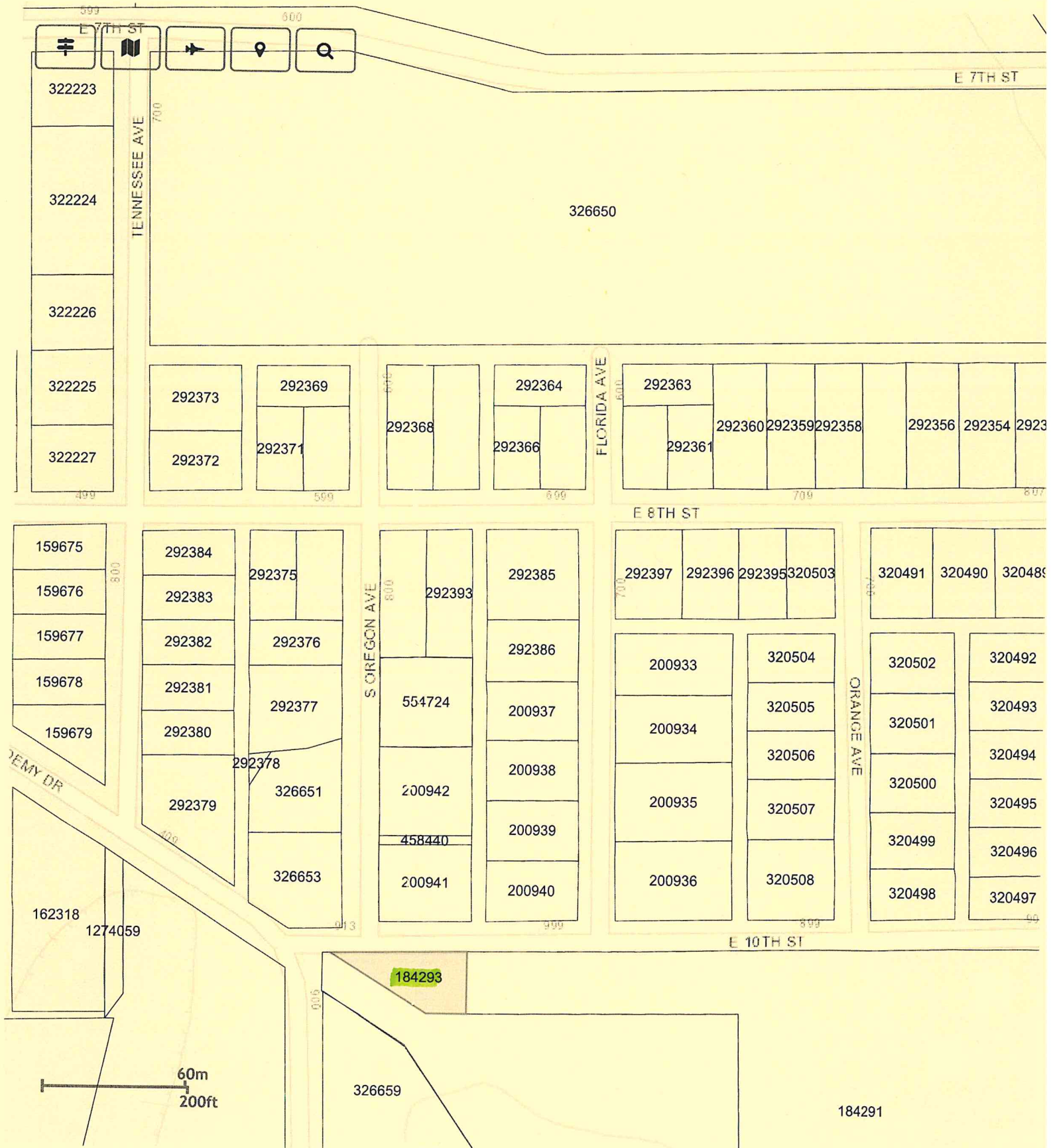
James M. Black



Unplatted Acreage

APPROVED: City Commission, City of Weslaco, Texas, on 12/15/21

City Manager





# Hidalgo CAD

## Property Search Results > 184293 WESLACO INDEPENDENT SCHOOL DIST for Year 2022

Tax Year: 2022

### Property

#### Account

|                           |                      |                    |                                 |
|---------------------------|----------------------|--------------------|---------------------------------|
| Property ID:              | 184293               | Legal Description: | GULF TERRACE W220' LOT 10 BLK 2 |
| Geographic ID:            | G9800-00-002-0010-00 | Zoning:            | RS                              |
| Type:                     | Real                 | Agent Code:        |                                 |
| Property Use Code:        |                      |                    |                                 |
| Property Use Description: |                      |                    |                                 |

#### Location

|                  |                   |         |                  |
|------------------|-------------------|---------|------------------|
| Address:         | 901 ACADEMY DR TX | Mapsco: |                  |
| Neighborhood:    | GULF TERRACE      | Map ID: | CWL VOL 11 PG 44 |
| Neighborhood CD: | G980000           |         |                  |

#### Owner

|                  |                                       |              |                 |
|------------------|---------------------------------------|--------------|-----------------|
| Name:            | WESLACO INDEPENDENT SCHOOL DIST       | Owner ID:    | 1175697         |
| Mailing Address: | PO BOX 2916<br>MCALLEN, TX 78502-2916 | % Ownership: | 100.0000000000% |
|                  |                                       | Exemptions:  | EX-XV           |

### Values

|                                       |   |          |                       |
|---------------------------------------|---|----------|-----------------------|
| (+) Improvement Homesite Value:       | + | \$0      |                       |
| (+) Improvement Non-Homesite Value:   | + | \$7,000  |                       |
| (+) Land Homesite Value:              | + | \$0      |                       |
| (+) Land Non-Homesite Value:          | + | \$30,717 | Ag / Timber Use Value |
| (+) Agricultural Market Valuation:    | + | \$0      | \$0                   |
| (+) Timber Market Valuation:          | + | \$0      | \$0                   |
| -----                                 |   |          |                       |
| (=) Market Value:                     | = | \$37,717 |                       |
| (-) Ag or Timber Use Value Reduction: | - | \$0      |                       |
| -----                                 |   |          |                       |
| (=) Appraised Value:                  | = | \$37,717 |                       |
| (-) HS Cap:                           | - | \$0      |                       |
| -----                                 |   |          |                       |
| (=) Assessed Value:                   | = | \$37,717 |                       |

### Taxing Jurisdiction

Owner: WESLACO INDEPENDENT SCHOOL DIST

December 7, 2021

Regular Meeting  
% Ownership: 100.0000000000%

Total Value: \$37,717

| Entity                      | Description          | Tax Rate | Appraised Value | Taxable Value | Estimated Tax |
|-----------------------------|----------------------|----------|-----------------|---------------|---------------|
| CAD                         | APPRAISAL DISTRICT   | 0.000000 | \$37,717        | \$0           | \$0.00        |
| CWL                         | CITY OF WESLACO      | 0.696700 | \$37,717        | \$0           | \$0.00        |
| DR1                         | DRAINAGE DISTRICT #1 | 0.102600 | \$37,717        | \$0           | \$0.00        |
| GHD                         | HIDALGO COUNTY       | 0.575000 | \$37,717        | \$0           | \$0.00        |
| JCC                         | SOUTH TEXAS COLLEGE  | 0.171800 | \$37,717        | \$0           | \$0.00        |
| R02                         | ROAD DIST 02         | 0.000000 | \$37,717        | \$0           | \$0.00        |
| SST                         | SOUTH TEXAS SCHOOL   | 0.049200 | \$37,717        | \$0           | \$0.00        |
| SWL                         | WESLACO ISD          | 1.018900 | \$37,717        | \$0           | \$0.00        |
| Total Tax Rate:             |                      | 2.614200 |                 |               |               |
| Taxes w/Current Exemptions: |                      |          |                 |               | \$0.00        |
| Taxes w/o Exemptions:       |                      |          |                 |               | \$986.00      |

### Improvement / Building

**Improvement #1:** RESIDENTIAL State Code: A1 Living Area: 1222.0 sqft Value: \$7,000

| Type | Description     | Class CD  | Exterior Wall | Year Built | SQFT   |
|------|-----------------|-----------|---------------|------------|--------|
| MA   | MAIN AREA       | WDFA - 3M | DWD           | 1980       | 1222.0 |
| CPT  | CARPORT         | *         |               | 1980       | 686.0  |
| POR  | PORCH (COVERED) | *         |               | 1980       | 72.0   |

### Land

| # | Type | Description | Acres  | Sqft     | Eff Front | Eff Depth | Market Value | Prod. Value |
|---|------|-------------|--------|----------|-----------|-----------|--------------|-------------|
| 1 | L    | LOT         | 0.3280 | 14287.00 | 0.00      | 0.00      | \$30,717     | \$0         |

### Roll Value History

| Year | Improvements | Land Market | Ag Valuation | Appraised | HS Cap  | Assessed |
|------|--------------|-------------|--------------|-----------|---------|----------|
| 2022 | \$7,000      | \$30,717    | 0            | 37,717    | \$0     | \$37,717 |
| 2021 | \$7,000      | \$30,717    | 0            | 37,717    | \$0     | \$37,717 |
| 2020 | \$15,780     | \$30,717    | 0            | 46,497    | \$0     | \$46,497 |
| 2019 | \$14,293     | \$30,717    | 0            | 45,010    | \$0     | \$45,010 |
| 2018 | \$19,945     | \$30,717    | 0            | 50,662    | \$0     | \$50,662 |
| 2017 | \$20,530     | \$30,717    | 0            | 51,247    | \$0     | \$51,247 |
| 2016 | \$24,037     | \$30,717    | 0            | 54,754    | \$0     | \$54,754 |
| 2015 | \$24,711     | \$30,717    | 0            | 55,428    | \$0     | \$55,428 |
| 2014 | \$25,570     | \$30,717    | 0            | 56,287    | \$0     | \$56,287 |
| 2013 | \$26,193     | \$30,717    | 0            | 56,910    | \$0     | \$56,910 |
| 2012 | \$26,881     | \$30,717    | 0            | 57,598    | \$0     | \$57,598 |
| 2011 | \$28,347     | \$30,717    | 0            | 59,064    | \$0     | \$59,064 |
| 2010 | \$38,700     | \$38,575    | 0            | 77,275    | \$0     | \$77,275 |
| 2009 | \$38,700     | \$38,575    | 0            | 77,275    | \$1,544 | \$75,731 |
| 2008 | \$38,700     | \$38,575    | 0            | 77,275    | \$8,429 | \$68,846 |

December 7, 2021



## Deed History - (Last 3 Deed Transactions)

| # | Deed Date | Type | Description                | Grantor         | Grantee                         | Volume | Page | Deed Number |
|---|-----------|------|----------------------------|-----------------|---------------------------------|--------|------|-------------|
| 1 | 9/22/2020 | SHD  | SHERIFF'S DEED             | GOVEA NOE (DEC) | WESLACO INDEPENDENT SCHOOL DIST |        |      | 3150474     |
| 2 | 2/6/1952  | WDV  | WARRANTY DEED/VENDORS LIEN | BLACK JAMES M   | GOVEA NOE (DEC)                 | 1225   | 63   |             |

## Tax Due

Property Tax Information as of 08/21/2021

Amount Due if Paid on: 

| Year | Taxing Jurisdiction | Taxable Value | Base Tax | Base Taxes Paid | Base Tax Due | Discount / Penalty & Interest | Attorney Fees | Amount Due |
|------|---------------------|---------------|----------|-----------------|--------------|-------------------------------|---------------|------------|
|------|---------------------|---------------|----------|-----------------|--------------|-------------------------------|---------------|------------|

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 381-8466.



\*VG-120-2020-3150474\*

Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, Texas 78540

Document No: 3150474

Billable Pages: 4

Recorded On: September 22, 2020 04:18 PM

Number of Pages: 5

\*\*\*\*\*Examined and Charged as Follows\*\*\*\*\*

Total Recording: \$ 51.75

\*\*\*\*\*THIS PAGE IS PART OF THE DOCUMENT\*\*\*\*\*

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document No: 3150474  
Receipt No: 20200922000334  
Recorded On: September 22, 2020 04:18 PM  
Deputy Clerk: Elaine Acuna  
Station: CH-1-CC-K31

**Record and Return To:**

Perdue Brandon Fielder Collins & Mott LLP  
PO Box 2916  
McAllen TX 78502



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, Texas



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

**SHERIFFS DEED**

THE STATE OF TEXAS                   §  
                                                  §     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF HIDALGO               §

WHEREAS, by virtue of an Order of Sale out of the District Court of HIDALGO County, Texas, for the 206TH DISTRICT COURT Judicial District in Cause No. T-0121-18-D in favor of

WESLACO INDEPENDENT SCHOOL DISTRICT  
CITY OF WESLACO  
HIDALGO COUNTY  
HIDALGO COUNTY DRAINAGE DISTRICT #1  
SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT  
SOUTH TEXAS COLLEGE  
CITY OF WESLACO MOWING LIENS

as Plaintiffs, as Intervenors, and

NOE GOVEA AKA NOE B. GOVEA

FELICITAS GOVEA AKA FELICITAS GONZALEZ GOVEA

ARMANDO GOVEA AKA ARMANDO G. GOVEA

NOEL GOVEA

NOELIA GOVEA CARREON AKA NOELIA G. CARREON AKA NOELIA CARREON

J. JESUS CARREON-VELAZQUES AKA J. JESUS CARREON-VELAZQUEZ

JESSE CARREON JR. AKA JESSIE CARREON JR. AKA JESUS JESSIE CARREON JR.

NOE MIGUEL CARREON AKA NOE M. CARREON

STATE OF TEXAS-CHILD SUPPORT LIEN, In Rem Only

THE CITY OF WESLACO, In Rem Only

TD BANK USA, In Rem Only

and the unknown owner or unknown owners, and any all other persons unknown; including adverse claimants owning or claiming any legal or equitable interest in or lien upon the real property herein described; the heirs and

legal representatives known and unknown of the named defendants who may be stockholders of any of the named parties which may be corporations, foreign, domestic, defunct or otherwise, and any successors, heirs or assigns of such corporations, or anyone as Defendants therein on a certain Judgment and decree of sale rendered in said Court on the 20th day of February, 2020, which Order of Sale was issued on the 5th day of June, 2020, and delivered to me as Sheriff of the County and State aforesaid, commanding any sheriff or constable of the State of Texas to seize and sell as under execution the premises described in said Order of Sale, I, Sheriff as aforesaid, did upon the 5th day of June, 2020 in obedience to said Order of Sale, seize and levy upon all the estate, right, title, claim and interest which the said Defendant, on the 20th day of February, 2020 so had of, in and to, and since said time had of, in and to the premises hereinafter described, and on the 7th day of July, 2020 the sale being the 1st Tuesday of said month, between the hours of 10:00 a.m. and 4:00 p.m. as prescribed by law, did sell said premises at public auction in the County of HIDALGO at the door of the Courthouse thereof, in the City of Edinburg, Texas, having first given public notice of the authority by virtue of which sale was to be made, the time of levy, the time and place of sale and a description of the property that was to be sold, together with the other information required by law, by causing an advertisement thereof to be published in the English language once a week for three consecutive weeks immediately preceding the date of such sale in the ADVANCE NEWS JOURNAL, a newspaper for such purpose, and having transmitted all such notice as required by law.

WHEREAS, at said sale, there being no sufficient bid received, the said premises were struck off to the WESLACO INDEPENDENT SCHOOL DISTRICT in trust for the use and benefit of itself and CITY OF WESLACO, HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1, SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT, SOUTH TEXAS COLLEGE and CITY OF WESLACO MOWING LIENS taxing units in said cause adjudged to have a lien against said property, and their successors and assigns;

NOW, WHEREAS, in consideration of the premises, said judgment and Order of Sale and provisions of Section 34.01, Texas Property Tax Code, I, J.E. "EDDIE" GUERRA, Sheriff of HIDALGO County, Texas aforesaid, have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY, unto the said WESLACO INDEPENDENT SCHOOL DISTRICT, in trust for the use and benefit of itself and CITY OF WESLACO, HIDALGO COUNTY, HIDALGO COUNTY DRAINAGE DISTRICT #1, SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT, SOUTH TEXAS COLLEGE and CITY OF WESLACO MOWING LIENS all the right, title, interest and claim which the said defendants had on the 20th day of February, 2020, or at any time afterwards, in and to the premises described in said Order of Sale, viz; the lot, tract or parcel of land lying and situated in HIDALGO County, Texas and described as follows, to wit;

Description: TRACT 1: ALL OF LOT 10, BLOCK 2, GULF TERRACE, AN ADDITION TO THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 11, PAGE 44, MAP RECORDS, HIDALGO COUNTY, TEXAS, SAVE AND EXCEPT THAT PORTION CONVEYED TO THE TEXAS CONFERENCE ASSOCIATION OF THE SEVENTH DAY ADVENTISTS, IN VOLUME 1161, PAGE 566 (DOC. NO 1966-18834), DEED RECORDS, HIDALGO COUNTY, TEXAS, AND CARRIED ON THE TAX ROLLS AS: GULF TERRACE W220' LOT 10 BLK 2. (ACCT. NO. G980000002001000)

THIS SALE IS BEING CONDUCTED PURSUANT TO STATUTORY OR JUDICIAL REQUIREMENTS. BIDDERS WILL BID ON THE RIGHTS, TITLE, AND INTERESTS, IF ANY, IN THE REAL PROPERTY OFFERED.

THE PROPERTY IS SOLD AS IS, WHERE IS, AND WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED. NEITHER THE COUNTY NOR THE SHERIFF'S DEPARTMENT WARRANTS OR MAKES ANY REPRESENTATIONS ABOUT THE PROPERTY'S TITLE, CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. BUYERS ASSUME ALL RISKS.



IN SOME SITUATIONS, A LOT OF FIVE ACRES OR LESS IS PRESUMED TO BE INTENDED FOR RESIDENTIAL USE. HOWEVER, IF THE PROPERTY LACKS WATER OR WASTEWATER SERVICE, THE PROPERTY MAY NOT QUALIFY FOR RESIDENTIAL USE. A POTENTIAL BUYER WHO WOULD LIKE MORE INFORMATION SHOULD MAKE ADDITIONAL INQUIRIES OR CONSULT WITH PRIVATE COUNSEL.

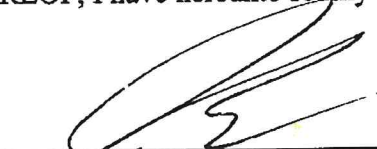
ESTA VENTA SE LLEVARÁ A CABO DE CONFORMIDAD CON LOS REQUISITOS LEGALES O JUDICIALES. LOS POSTORES HARÁN UNA OFERTA POR EL TÍTULO, LOS DERECHOS E INTERESES, SI ALGUNO, EN LA PROPIEDAD OFRECIDA.

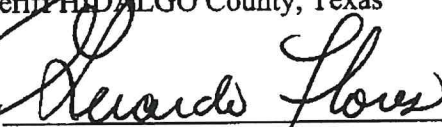
LA PROPIEDAD SE VENDE COMO ESTÁ, EN EL LUGAR DONDE SE ENCUENTRA, Y SIN NINGUNA GARANTÍA, YA SEA EXPRESA O IMPLÍCITA. NI EL CONDADO, NI LA OFICINA DEL ALGUACIL GARANTIZAN O HACEN NINGUNA REPRESENTACIÓN SOBRE EL TÍTULO DE LA PROPIEDAD, CONDICIÓN, HABITABILIDAD, COMERCIABILIDAD, O IDONEIDAD PARA UN PROPÓSITO PARTICULAR. LOS COMPRADORES ASUMEN TODOS LOS RIESGOS.

EN ALGUNAS SITUACIONES, UN LOTE DE CINCO HECTÁREAS O MENOS SE PRESUME QUE ES APTO PARA USO RESIDENCIAL. SIN EMBARGO, SI LA PROPIEDAD NO TIENE SERVICIOS DE AGUA POTABLE O AGUAS RESIDUALES, LA PROPIEDAD NO PUEDE CALIFICAR PARA EL USO RESIDENCIAL. UN COMPRADOR POTENCIAL QUE DESEE MÁS INFORMACIÓN, DEBERÁ HACER ESTUDIOS ADICIONALES O CONSULTAR CON UN ABOGADO PRIVADO.

to have and to hold the above described property unto WESLACO INDEPENDENT SCHOOL DISTRICT its successors and assigns forever, as fully and absolutely as I, Sheriff as aforesaid, can convey by virtue of said Judgment, Order of Sale, and the provisions of Section 34.01, Texas Property Tax Code, and subject to Defendants right of redemption, if any, as set out in said Section.

IN TESTIMONY WHEREOF, I have hereunto set my hand on Sept. 15, 2020

  
\_\_\_\_\_  
Sheriff HIDALGO County, Texas

By  #3420  
\_\_\_\_\_  
Deputy/Agent

GRANTEE:

WESLACO INDEPENDENT SCHOOL DISTRICT  
C/O PERDUE, BRANDON, FIELDER, COLLINS & MOTT  
P.O. BOX 2916  
MCALLEN, TX 78502

THE STATE OF TEXAS

§

§

COUNTY OF HIDALGO

§

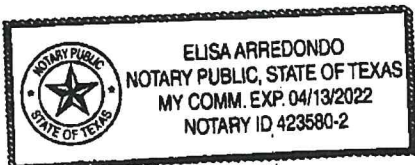
BEFORE ME, the undersigned authority, on this day personally appeared Deputy Gerardo Flores, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration and in the capacity as therein expressed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on Sept. 15, 2020.

Elisa Arredondo

NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 04/13/2022





126--WARRANTY DEED

DEED

TEXAS STANDARD FORM

566

The State of Texas,

19834

Know All Men by These Presents:

County of HIDALGO

That I, James M. Black, a single man,

of the County of Hidalgo

State of Texas

for and in consideration

of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, and further consideration Grantees herein assume payment of the present curb and gutter and paving Lien Assessment by the City of Weslaco, Texas to me in hand paid by Texas Conference Association of Seventh-Day Adventists, a Texas Corporation,

At 10/16/66



have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Texas Conference Association of Seventh-Day Adventists, a Texas Corporation

of the County of Tarrant State of Texas all that certain lot, tract, piece or parcel of land, lying and being situated in Hidalgo County, Texas, and more particularly described as follows: to-wit: Being the East 320.0 Feet of Lot Number Ten (10) Block Two (2), GULF TERRACE Addition, a Subdivision within the City of Weslaco, Hidalgo County, Texas, according to the official map or plat of said subdivision now of record in the office of the County Clerk of Hidalgo County, Texas, reference to which is here made for a greater certainty of description

This conveyance is made subject to each and every, all and singular, the valid and subsisting easements, restrictions, right-of-way, conditions, exceptions, mineral and/or royalty reservations and covenants of whatsoever nature of record, if any, and also to the zoning laws and other restrictions, regulations, ordinances and statutes of municipal or other governmental authorities, if any, applicable to and enforceable against the above described premises

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

Texas Conference Association of Seventh-day Adventist, A Texas Corporation its successors and assigns forever and I do hereby bind myself, my

heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises

unto the said Texas Conference Association of Seventh-day Adventist, a Texas Corporation, its successors,

and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my hand at Weslaco, Texas  
this 25th day of October 1966

Witnesses at Request of Grantor:

James M. Black



Full Legislative Chambers located at 255 South Kansas Avenue to discuss the following unoccupied buildings or premises to determine if they have become dilapidated, substandard, and unfit for human habitation and a hazard to the health, safety, and welfare of the citizens of the City of Weslaco as per Ordinance No. 86-24.

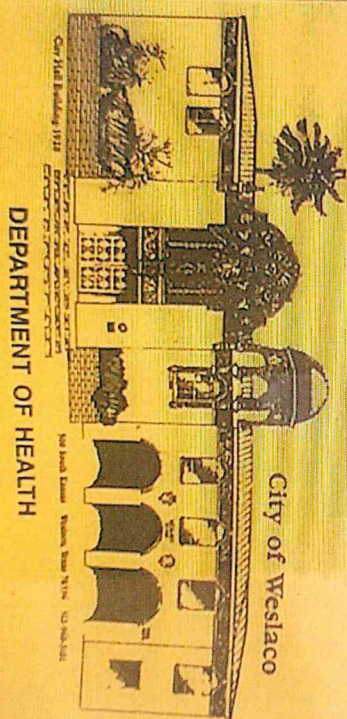
Si desea información en español, llame al departamento de Aplicación de Códigos de la Ciudad de Weslaco, (956) 973-3123.

901 Academy, Gulf Terrace W220-lot 10 Blk 2, City of Weslaco, Hidalgo County, Texas, Recorded Owner Weslaco Independent School District

The property owners or members of the public are invited to attend and may present evidence supporting or opposing staff's recommendation that these structures be either repaired, demolished or removed. For additional information, contact the Code Enforcement Department at (956) 973-3123.

/s/ Rolando Maldonado  
Planning/Code Enforcement

1. attend  
2. staff's  
3. listed  
4. Code



# NOTICE

THIS BUILDING IS UNFIT AND OR UNSAFE AND  
IT'S USE OR OCCUPANCY HAS BEEN PROHIBITED  
BY THE HEALTH AUTHORITY

Date 11-18-21 19\_\_  
Address 901 Academy  
Lot No. 10 Block No. 2  
Subdivision Gulf Terrace

Issued By Health Department  
**City of Weslaco**

901 Academy St





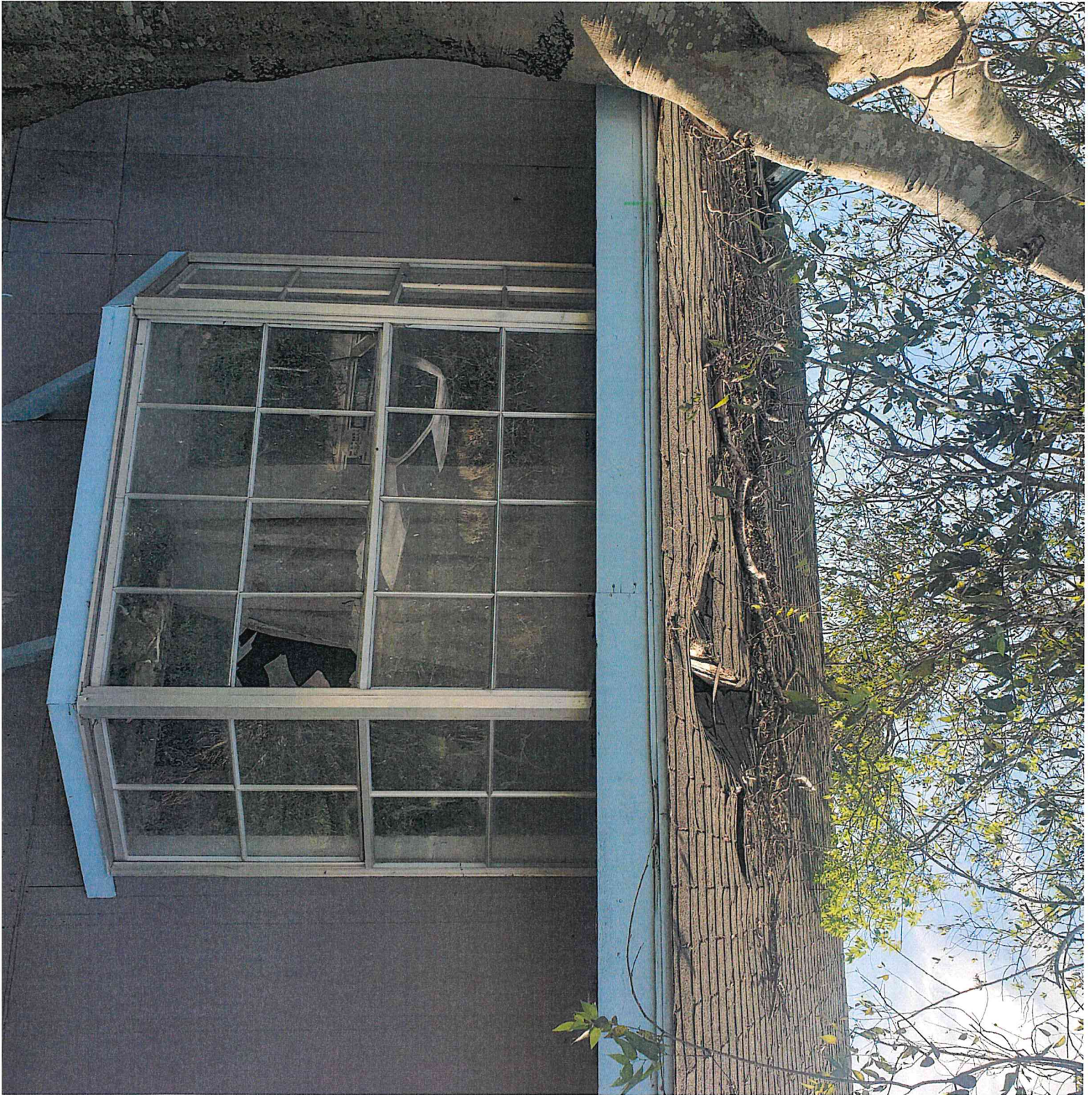
201 Harding St.





901 Academy St.





December 7, 2021

901 Hardaway St.





901 Academy St.

December 7, 2021





December 7, 2021

901 Academy S





901 Haverbury St.





4201 Ardmore St.





## Board of Adjustments & Appeals- Zoning Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                  |                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| <b>Date of Meeting:</b><br>December 7, 2021                                                                                                                                                                                                                                                                                                                      | <b>Agenda Item No.</b> (to be assigned by<br>PCE): IV. H |
| <b>From:</b><br>Rolando Maldonado, Code Enforcement Officer, on behalf of City of Weslaco                                                                                                                                                                                                                                                                        |                                                          |
| <b>Subject/Agenda Item:</b><br>To discuss the following unoccupied building on premises to determine if they have become dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225 |                                                          |
| <b>Discussion/Overview:</b><br>The Code Enforcement is requesting for the structure either be repaired to current building codes or demolished<br><br>Legal Description: 101 N. Texas Ave being Gonzalez ASSN Lots 1, 2, 3, 4 BLK 1, City of Weslaco, Hidalgo County, Texas.<br><br>Recorded Owner: Martha Nunez                                                 |                                                          |
| <b>Staff recommendation for Commission's Action:</b><br>Staff recommends compliance with the ordinance.                                                                                                                                                                                                                                                          |                                                          |
| <b>Attachments, (if any):</b><br>Supporting documents.                                                                                                                                                                                                                                                                                                           |                                                          |
| <b>Responsibilities upon Commission's Action:</b><br>Staff will advise owner.                                                                                                                                                                                                                                                                                    |                                                          |



STATE OF TEXAS  
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, Building Inspector in and for the City of Weslaco, Hidalgo County, Texas, on this day personally appeared Mr. Rolando Maldonado after being by me; duly sworn upon his oath deposes and says:

My name is Mr. Rolando Maldonado and I am 58 years old and my date of birth is July 2, 1963. I work at the City of Weslaco Code Enforcement Department in Weslaco, Texas and I can be reached at phone number (956) 684-7184.

I want to say that I gave the following statement to Kayla Arevalo of the Planning & Code Enforcement Department on December 1, 2021.

On November 18, 2021, I posted notice of Public Hearings for the Board of Adjustments and Appeals of Building and the City Commission at 101 N. Texas Ave Weslaco, Texas.

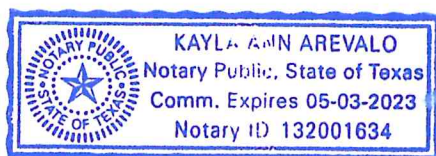
The above statement is true and correct to the best of my knowledge and recollection and I give it of my own free will.

Rolando Maldonado

AFFIANT

NOTARY

SWORN AND SUBSCRIBED before me, this 1<sup>st</sup> day of Dec. 2021 and that the above facts are true and correct to the best of her knowledge.



Kayla Arevalo

(Notary's Official Signature)

5/03/23

(Commission Expires)

Under the Authority of the Texas Government Code, chapter 602.002, a notary public engaged in the performance of the notary's duty.

STATE OF TEXAS  
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, Building Inspector in and for the City of Weslaco, Hidalgo County, Texas, on this day personally appeared Mr. Rolando Maldonado after being by me; duly sworn upon his oath deposes and says:

My name is Mr. Rolando Maldonado and I am 57 years old and my date of birth is July 2, 1963. I work at the City of Weslaco Code Enforcement Department in Weslaco, Texas and I can be reached at phone number ( 956 ) 684-7184.

I want to say that I gave the following statement to Rebekah de la Fuente of the Planning & Code Enforcement Department on March 1, 2021.

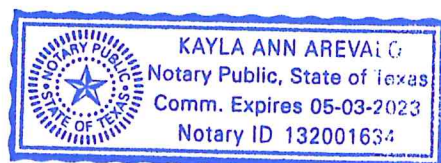
On December 15, 2020, I posted the Final Decision of the City Commission, to condemn Building at 117 Zamora St. Weslaco, Texas.

The above statement is true and correct to the best of my knowledge and recollection and I give it of my own free will.

Rolando Maldonado  
AFFIANT

NOTARY

SWORN AND SUBSCRIBED before me, this 1<sup>st</sup> day of Dec 2021 and that the above facts are true and correct to the best of her knowledge.



Kayla Arevalo  
(Notary's Official Signature)

5/3/23  
(Commission Expires)

Under the Authority of the Texas Government Code, chapter 602.002, a notary public engaged in the performance of the notary's duty.



Board of Adjustment & Appeals to the Building Codes  
Regular meeting



David Suarez, Mayor  
Leo Muñoz, Mayor Pro-Tem, District 1  
Greg Kerr, Commissioner, District 2  
Jose "J.P." Rodriguez, Commissioner, District 3  
Adrian Farias, Commissioner, District 4  
Letty Lopez, Commissioner, District 5  
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.

Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Martha Nunez  
109 N. Texas Ave  
Weslaco, Texas 78596

9590 9402 6845 1074 5338 64

2. Article Number (Transfer from service label)

7021 0350 0001 1926 7091

COMPLETE THIS SECTION ON DELIVERY

A. Signature

*[Signature]*

B. Received by (Printed Name)

*Martha Nunez*

C. Date of Delivery

*12/9/21*

D. Is delivery address different from item 1? ☐ Yes ☐ No

If YES, enter delivery address below:

*hard*

Ave, Weslaco, Texas

suarez ADDN Lots 1, 2, 3 and 4 Blk 1

Code Enforcement Department believes the main structure at the above address  
Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec.

20-225 because it is unsanitary, or it has become unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco. Staff has completed inspections of the structure and property and expects to recommend to the City Commission in the near future that the structure either be repaired to current building codes or demolished by the owner.

The staff recommendation regarding your property will be made at a Public Hearing. As required by ordinance, we will attempt to notify you by certified mail with return receipt requested, and by publishing notice in The Monitor newspaper advising of the date and time of the Public Hearing. You will have the opportunity to address the City Commission regarding the property at this hearing.

At the Public Hearing, the City Commission is likely to order that the property be repaired to current building codes or demolished within 60 days as recommended by staff. It is important that you attend the public hearing, because you are allowed to voice your opinion on behalf of your property. Please note that any other citizen(s) present may voice their opinions as well.

The purpose of this letter is to provide you advance notice that staff expects to recommend that the structure(s) be repaired to current building codes or demolished so that you may have additional time to consider your options for the property prior to any further action by the Planning and Code Enforcement Department.

**IT IS VERY IMPORTANT THAT YOU CONTACT ME AS SOON AS POSSIBLE REGARDING THIS MATTER SO WE CAN KNOW THE ACTIONS YOU WILL TAKE REGARDING THIS PROPERTY. CONTACT ME AT (956) 447-3401 EXT # 3120 MON- FRI 8AM- 5PM**

Sincerely,

*[Signature]*  
Rolando Maldonado

Code Enforcement Officer

U.S. Postal Service  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com).

**OFFICIAL USE**

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate):  
☐ Return Receipt (hardcopy) \$  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

Postage

Total Postage \$  
 Sent To Martha Nunez  
 109 N. Texas Ave  
 Weslaco, Texas 78596

Street and Address

City, State, ZIP

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark  
Here



xas Ave, Weslaco, Texas

11-18-2021

David Suarez, Mayor  
 Leo Muñoz, Mayor Pro-Tem, District 1  
 Greg Kerr, Commissioner, District 2  
 Jose "J.P." Rodriguez, Commissioner, District 3  
 Adrian Farias, Commissioner, District 4  
 Letty Lopez, Commissioner, District 5  
 Josh Pedraza, Commissioner, District 6

Andrew Munoz, Interim City Manager

### NOTICE OF PUBLIC HEARING

Dear Martha Nunez

Please be advised that the Code Enforcement Department for the City of Weslaco has determined that you are the legal owner(s) of the property and the building(s) located at **101 N. Texas Ave** legally described as being; **Gonzalez Addition, a Subdivision to the City of Weslaco, Hidalgo County, Texas, together with all improvements** and it finds that the building(s) does not meet the minimum standards for continued use and occupancy. The structure has been inspected and found to be dilapidated, substandard, unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco, placing it in violation of Weslaco, Texas Code of Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec. 26-225.

On December 7, 2021, at 5:30 pm, has been set as the date for a public hearing by the Board of Adjustments and Appeals of Building at the Legislative Chambers located at 255 S. Kansas, Weslaco, Texas, at 5:00 p.m. In this hearing the Code Enforcement Inspector shall present evidence as to why the building does not meet the minimum standards for continued use and occupancy. On this date, you as the owner(s) of the above-mentioned property and building shall have an equal opportunity to present evidence in your defense. Members of the general public will also be given an opportunity to voice their opinion regarding the premise or building, the subject of this public hearing.

On December 14, 2021, at 5:30 pm, has been set as the date for a Public Hearing, the City Commission, depending on the evidence presented, may find that the building or premise is a public nuisance and may direct that the building or premise be either repaired or removed. **At no time will repairs or removal of the building or premise be required less than fifteen (15) days from the public hearing date or exceed more than sixty (60) days from the public hearing date.**

If the City Commission votes to remove or repair the building on your property and you do not comply within the time restraints set forth by the Commission, the City of Weslaco may cause the demolition of the building on your property and all the costs and expenses incurred, including administrative costs will be charged to you against the property. A lien will be placed on property in the amount of all expenses and charges incurred.

If you have any questions or comments regarding this notice, please call me at (956) 447-3401 Ext. # 3120.

Sincerely,  
  
 Code Enforcement Inspector

CC: C/E files



For delivery information, visit our website at [www.usps.com](http://www.usps.com).

**OFFICIAL USE**

Certified Mail Fee

\$  
Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

Postmark  
Here

Postage

\$  
Total Postage  
\$  
Sent To  
Street and Apt.  
City, State, Z.

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



David Suarez, Mayor  
Leo Muñoz, Mayor Pro-Tem, District 1  
Greg Kerr, Commissioner, District 2  
Jose "J.P." Rodriguez, Commissioner, District 3  
Adrian Farias, Commissioner, District 4  
Letty Lopez, Commissioner, District 5  
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

2427 E. 12<sup>th</sup> Street

Weslaco, Texas 78596

**RE: Dilapidated Structure at 101 N. Texas Ave, Weslaco, Texas**

**Legally described as being; Gonzalez ADDN Lots 1, 2, 3 and 4 Blk 1**

Dear Mireya C. Garcia

Please be advised that the City's Planning and Code Enforcement Department believes the main structure at the above address is in violation of **Weslaco, Texas Code of Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec. 26-225** because it is dilapidated, substandard, or it has become unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco. Staff has completed inspections of the structure and property and expects to recommend to the City Commission in the near future that the structure either be repaired to current building codes or demolished by the owner.

The staff recommendation regarding your property will be made at a Public Hearing. As required by ordinance, we will attempt to notify you by certified mail with return receipt requested, and by publishing notice in The Monitor newspaper advising of the date and time of the Public Hearing. You will have the opportunity to address the City Commission regarding the property at this hearing.

At the Public Hearing, the City Commission is likely to order that the property be repaired to current building codes or demolished within 60 days as recommended by staff. It is important that you attend the public hearing, because you are allowed to voice your opinion on behalf of your property. Please note that any other citizen(s) present may voice their opinions as well.

The purpose of this letter is to provide you advance notice that staff expects to recommend that the structure(s) be repaired to current building codes or demolished so that you may have additional time to consider your options for the property prior to any further action by the Planning and Code Enforcement Department.

**IT IS VERY IMPORTANT THAT YOU CONTACT ME AS SOON AS POSSIBLE REGARDING THIS MATTER SO WE CAN KNOW THE ACTIONS YOU WILL TAKE REGARDING THIS PROPERTY. CONTACT ME AT (956) 447-3401 EXT # 3120 MON- FRI 8AM- 5PM**

Sincerely,  
  
Rolando Maldonado

Code Enforcement Officer

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>®</sup> RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com).

**OFFICIAL USE**

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

|                                                              |    |
|--------------------------------------------------------------|----|
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$ |
| <input type="checkbox"/> Return Receipt (electronic)         | \$ |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$ |
| <input type="checkbox"/> Adult Signature Required            | \$ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |

Postmark  
Here

Postage

Total Postage and Fee: Mireya C. Garcia  
 2427 E. 12<sup>th</sup> St.  
 Weslaco, Texas 78596

City, State, ZIP+4<sup>®</sup>

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



Texas Ave, Weslaco, Texas

**OF PUBLIC HEARING**

David Suarez, Mayor  
 Leo Muñoz, Mayor Pro-Tem, District 1  
 Greg Kerr, Commissioner, District 2  
 Jose "J.P." Rodriguez, Commissioner, District 3  
 Adrian Farias, Commissioner, District 4  
 Letty Lopez, Commissioner, District 5  
 Josh Pedraza, Commissioner, District 6

Andrew Munoz, Interim City Manager

11-18-2021

Dear Mireya C. Garcia

Please be advised that the Code Enforcement Department for the City of Weslaco has determined that you are the legal owner(s) of the property and the building(s) located at 101 N. Texas Ave, legally described as being; Gonzalez Addition Lots b#1,2,3, & 4, **a Subdivision to the City of Weslaco, Hidalgo County, Texas, together with all improvements** and it finds that the building(s) does not meet the minimum standards for continued use and occupancy. The structure has been inspected and found to be dilapidated, substandard, unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco, placing it in violation of Weslaco, Texas Code of Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec. 26-225.

**On November 7, 2021**, at 5:30 pm, has been set as the date for a public hearing at the Legislative Chambers located at 255 S. Kansas, Weslaco, Texas. In this hearing the Code Enforcement Inspector shall present evidence as to why the building does not meet the minimum standards for continued use and occupancy. On this date, you as the owner(s) of the above-mentioned property and building shall have an equal opportunity to present evidence in your defense. Members of the general public will also be given an opportunity to voice their opinion regarding the premise or building, the subject of this public hearing.

**On December 14, 2021**, at 5:30 pm, the City Commission, depending on the evidence presented, may find that the building or premise is a public nuisance and may direct that the building or premise be either repaired or removed. **At no time will repairs or removal of the building or premise be required less than fifteen (15) days from the public hearing day or exceed more than sixty (60) days from the public hearing date.**

If the City Commission votes to remove or repair the building on your property and you do not comply within the time restraints set forth by the Commission, the City of Weslaco may cause the demolition of the building on your property and all the costs and expenses incurred, including administrative costs will be charged to you against the property. A lien will be placed on property in the amount of all expenses and charges incurred.

If you have any questions or comments regarding this notice, please call me at (956) 447-3401 Ext. # 3120.

Sincerely,  
*R. Maldonado*  
 Code Enforcement Inspector

CC: C/E files



U.S. Postal Service™  
Board of Adjustments & Appeals to the Building Codes  
Regular meeting  
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☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

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\$

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Street and Apt. No.,

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark  
Here



David Suarez, Mayor  
Leo Muñoz, Mayor Pro-Tem, District 1  
Greg Kerr, Commissioner, District 2  
Jose "J.P." Rodriguez, Commissioner, District 3  
Adrian Farias, Commissioner, District 4  
Letty Lopez, Commissioner, District 5  
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

De La Garza Elvira Estate & Noe De La  
Garza ADMINISTRATOR  
Po Box 630  
Edinburg, Texas 78540-0630

TRATOR

Attn: Oxford and Gonzalez

PO Box 630

Edinburg, Texas 78540-0630

**RE: Dilapidated Structure at 101 N. Texas Weslaco, Texas**

**Legally described as being; Gonzales ADDN Lots 1, 2, 3 and 4 Blk 1**

Dear De La Garza Estates & Noe De La Garza ADMINISTRATOR

Please be advised that the City's Planning and Code Enforcement Department believes the main structure at the above address is in violation of **Weslaco, Texas Code of Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec. 26-225** because it is dilapidated, substandard, or it has become unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco. Staff has completed inspections of the structure and property and expects to recommend to the City Commission in the near future that the structure either be repaired to current building codes or demolished by the owner.

The staff recommendation regarding your property will be made at a Public Hearing. As required by ordinance, we will attempt to notify you by certified mail with return receipt requested, and by publishing notice in The Monitor newspaper advising of the date and time of the Public Hearing. You will have the opportunity to address the City Commission regarding the property at this hearing.

At the Public Hearing, the City Commission is likely to order that the property be repaired to current building codes or demolished within 60 days as recommended by staff. It is important that you attend the public hearing, because you are allowed to voice your opinion on behalf of your property. Please note that any other citizen(s) present may voice their opinions as well.

The purpose of this letter is to provide you advance notice that staff expects to recommend that the structure(s) be repaired to current building codes or demolished so that you may have additional time to consider your options for the property prior to any further action by the Planning and Code Enforcement Department.

**IT IS VERY IMPORTANT THAT YOU CONTACT ME AS SOON AS POSSIBLE REGARDING THIS MATTER SO WE CAN KNOW THE ACTIONS YOU WILL TAKE REGARDING THIS PROPERTY. CONTACT ME AT (956) 447-3401 EXT # 3120 MON- FRI 8AM- 5PM**

Sincerely,

*Rolando Maldonado*  
Rolando Maldonado

Code Enforcement Officer

U.S. Postal Service  
**CERTIFIED MAIL® RECEIPT**  
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Board of Adjustments & Appeals to the Building Codes  
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**OFFICIAL USE**

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$

Total Postage at \$

Sent To \$

Street and Apt. N

City, State, ZIP+4

De La Garza Elvira Estate & Noe De La Garza ADMINISTRATOR  
 Po Box 630 -  
 Edinburg, Texas 78540-0630

Postmark Here

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



David Suarez, Mayor  
 Leo Muñoz, Mayor Pro-Tem, District 1  
 Greg Kerr, Commissioner, District 2  
 Jose "J.P." Rodriguez, Commissioner, District 3  
 Adrian Farias, Commissioner, District 4  
 Letty Lopez, Commissioner, District 5  
 Josh Pedraza, Commissioner, District 6

Andrew Munoz, Interim City Manager

. Texas Ave, Weslaco. Texas

11-04-21

### DE OF PUBLIC HEARING

Dear Elvira De La Garza Estate and Noe De La Garza Edministrator

Please be advised that the Code Enforcement Department for the City of Weslaco has determined that you are the legal owner(s) of the property and the building(s) located at 101 N. Texas Ave, legally described as being; Gonzalez Addition, **a Subdivision to the City of Weslaco, Hidalgo County, Texas, together with all improvements** and it finds that the building(s) does not meet the minimum standards for continued use and occupancy. The structure has been inspected and found to be dilapidated, substandard, unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco, placing it in violation of Weslaco, Texas Code of Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec. 26-225.

**November 24, 2021, at 5:30 pm**, has been set as the date for a public hearing at the Legislative Chambers located at 255 S. Kansas, Weslaco, Texas, at 5:00 p.m. In this hearing the Code Enforcement Inspector shall present evidence as to why the building does not meet the minimum standards for continued use and occupancy. On this date, you as the owner(s) of the above-mentioned property and building shall have an equal opportunity to present evidence in your defense. Members of the general public will also be given an opportunity to voice their opinion regarding the premise or building, the subject of this public hearing.

**On December 7, 2021, at 5:30 pm**, the City Commission, depending on the evidence presented, may find that the building or premise is a public nuisance and may direct that the building or premise be either repaired or removed. **At no time will repairs or removal of the building or premise be required less than fifteen (15) days from the public hearing day or exceed more than sixty (60) days from the public hearing date.**

If the City Commission votes to remove or repair the building on your property and you do not comply within the time restraints set forth by the Commission, the City of Weslaco may cause the demolition of the building on your property and all the costs and expenses incurred, including administrative costs will be charged to you against the property. A lien will be placed on property in the amount of all expenses and charges incurred.

If you have any questions or comments regarding this notice, please call me at (956) 447-3401 Ext. # 3120.

Sincerely,  
  
 Code Enforcement Inspector

CC: C/E files



**WESLACO FIRE MARSHAL'S OFFICE**  
**255 S. KANSAS**  
**WESLACO, TEXAS 78596**  
**(956) 447-1990 FAX (956) 969-4921**

**DILAPIDATED STRUCTURE INSPECTION REPORT**

DATE: 9/10/21 X INSPECTION REINSPECTION  
FACILITY NAME: Abandoned Business  
PHYSICAL & MAILING ADDRESS: 101 N. Texas Weslaco, TX 78596  
PHONE #: \_\_\_\_\_ OWNER/MANAGER: \_\_\_\_\_

TYPE OF INSPECTION: DELAPIDATED OCCUPANCY CLASS: BUSINESS

|   |    |                              |
|---|----|------------------------------|
|   | 1  | Deteriorated interior walls  |
| X | 2  | Deteriorated roof            |
|   | 3  | Vegetation overgrowth        |
|   | 4  | Unsecured doors              |
| X | 5  | Unsecured windows            |
| X | 6  | Debris inside                |
| X | 7  | Debris outside               |
| X | 8  | Exposed electrical wiring    |
| X | 9  | Broken or missing windows    |
| X | 10 | Broken or missing door       |
|   | 11 | Signs or feces               |
|   | 12 | Signs of transients/vagrants |

|   |    |                                         |
|---|----|-----------------------------------------|
|   | 13 | Sheetrock walls exposed                 |
|   | 14 | Sheetrock ceiling exposed               |
|   | 15 | Signs of roof leaking                   |
|   | 16 | Broken and/or uneven floors             |
|   | 17 | Animals (dogs, cats, mice, etc.) inside |
|   | 18 | Severe fire damage                      |
|   | 19 | Roof collapsed and/or exposed           |
| X | 20 | Graffiti                                |
|   | 21 | Broken/cracked exterior walls           |
|   | 22 | Other:                                  |
|   | 23 | Other:                                  |
|   | 24 | Other:                                  |

**NOTE: THESE CONDITIONS CONSTITUTE A FIRE HAZARD.**

\_\_\_\_\_ COMPLIES WITHIN CODE TODAY x DOES NOT COMPLY AT THIS TIME \_\_\_\_\_ WILL REINSPECT BY: \_\_\_\_\_

\_\_\_\_\_  
OWNER/OCCUPANT

Fire Inspector Jesse Valderas  
FIRE MARSHAL/FIRE INSPECTOR

SUCH CONDITIONS ARE VIOLATIONS OF EITHER CITY OR STATE FIRE PREVENTION REGULATIONS. PLEASE CORRECT HAZARD(S) AND HELP PREVENT FIRES. NON-COMPLIANCE IS SUBJECT TO PENALTIES UNDER CITY & STATE REGULATIONS.

## HOUSING INSPECTION CHECKLIST

| GENERAL INFORMATION                                        |                        |                          |                                                                                                                                                                       |  |
|------------------------------------------------------------|------------------------|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| ADDRESS OF INSPECTED UNIT<br><b>101 (Apex Building)</b>    |                        |                          | HOUSING TYPE                                                                                                                                                          |  |
| STREET<br><b>N. Texas</b>                                  | CITY<br><b>Weslaco</b> |                          | <input checked="" type="checkbox"/> Single Family<br><input type="checkbox"/> Duplex Dwelling<br><input type="checkbox"/> Apartment<br><input type="checkbox"/> Other |  |
| COUNTY<br><b>Hidalgo</b>                                   | STATE<br><b>TX</b>     | ZIP<br><b>78596</b>      |                                                                                                                                                                       |  |
| NAME OF OWNER OR AGENCY AUTHORIZED TO LEASE UNIT INSPECTED |                        |                          | PHONE NO.                                                                                                                                                             |  |
| ITEM NO. 1. LIVING ROOM                                    |                        | COMMENT                  | INITIAL ASSESSMENT                                                                                                                                                    |  |
| 1.1 ELECTRICITY                                            |                        | <b>wiring renewal</b>    | <b>7</b>                                                                                                                                                              |  |
| 1.2 WINDOW CONDITION                                       |                        | <b>windows renewal</b>   | <b>7</b>                                                                                                                                                              |  |
| 1.3 CEILING CONDITION                                      |                        | <b>No ceiling</b>        | <b>7</b>                                                                                                                                                              |  |
| 1.4 WALL CONDITION                                         |                        |                          | <b>7</b>                                                                                                                                                              |  |
| 1.5 FLOOR CONDITION                                        |                        |                          | <b>5</b>                                                                                                                                                              |  |
| ITEM NO. 2. KITCHEN                                        |                        | COMMENT                  | INITIAL ASSESSMENT                                                                                                                                                    |  |
| 2.1 ELECTRICITY                                            |                        | <b>No wiring</b>         | <b>7</b>                                                                                                                                                              |  |
| 2.2 WINDOW CONDITION                                       |                        | <b>windows renewal</b>   | <b>7</b>                                                                                                                                                              |  |
| 2.3 CEILING CONDITION                                      |                        | <b>No ceiling</b>        | <b>7</b>                                                                                                                                                              |  |
| 2.4 WALL CONDITION                                         |                        |                          | <b>7</b>                                                                                                                                                              |  |
| 2.5 FLOOR CONDITION                                        |                        |                          | <b>5</b>                                                                                                                                                              |  |
| ITEM NO. 3. BATHROOM                                       |                        | COMMENT                  | INITIAL ASSESSMENT                                                                                                                                                    |  |
| 3.1 ELECTRICITY                                            |                        |                          | <b>7</b>                                                                                                                                                              |  |
| 3.2 WINDOW CONDITION                                       |                        |                          | <b>7</b>                                                                                                                                                              |  |
| 3.3 CEILING CONDITION                                      |                        |                          | <b>7</b>                                                                                                                                                              |  |
| 3.4 WALL CONDITION                                         |                        |                          | <b>7</b>                                                                                                                                                              |  |
| 3.5 FLOOR CONDITION                                        |                        |                          | <b>5</b>                                                                                                                                                              |  |
| 3.6 FLUSH TOILET IN ENCLOSED ROOM IN UNIT                  |                        | <b>No visible toilet</b> | <b>7</b>                                                                                                                                                              |  |
| 3.7 FIXED WASH BASIN IN LAVATORY IN UNIT                   |                        |                          | <b>7</b>                                                                                                                                                              |  |
| 3.8 TUB OR SHOWER IN UNIT                                  |                        |                          | <b>7</b>                                                                                                                                                              |  |
| 3.9 VENTILATION                                            |                        |                          | <b>7</b>                                                                                                                                                              |  |



| ITEM NO. 4. OTHER ROOMS USED<br>FOR LIVING & HALLS | COMMENT               | INITIAL<br>ASSESSMENT |
|----------------------------------------------------|-----------------------|-----------------------|
| 4.1 ELECTRICITY/ILLUMINATION                       |                       | 7                     |
| 4.2 WINDOW CONDITION                               |                       | 7                     |
| 4.3 CEILING CONDITION                              |                       | 4                     |
| 4.4 WALL CONDITION                                 | stuck wall            | 4                     |
| 4.5 FLOOR CONDITION                                |                       | 5                     |
| ITEM NO. 5. ROOM CODE* AND<br>ROOM LOCATION        | COMMENT               | INITIAL<br>ASSESSMENT |
| 5.1 ELECTRICITY/ILLUMINATION                       |                       | 7                     |
| 5.2 WINDOW CONDITION                               |                       | 7                     |
| 5.3 CEILING CONDITION                              |                       | 4                     |
| 5.4 WALL CONDITION                                 | stuck wall            | 4                     |
| 5.5 FLOOR CONDITION                                |                       | 5                     |
| ITEM NO. 6. BUILDING EXTERIOR                      | COMMENT               | INITIAL<br>ASSESSMENT |
| 6.1 CONDITION OF FOUNDATION                        |                       | 5                     |
| 6.2 CONDITION OF STAIRS, RAILS<br>AND PORCHES      |                       | 7                     |
| 6.3 CONDITION OF ROOF AND<br>GUTTERS               | holes through at roof | 7                     |
| 6.4 CONDITION OF EXTERIOR<br>SURFACES              |                       | 7                     |
| 6.5 LEAD PAINT: EXT. SURFACES                      |                       | 7                     |
| ITEM NO. 7. HEATING & PLUMBING                     | COMMENT               | INITIAL<br>ASSESSMENT |
| 7.1 ADEQUACY OF HEATING EQUIP                      |                       | 7                     |
| 7.2 SAFETY OF HEATING EQUIP.                       |                       | 7                     |
| 7.3 VENTILATION/COOLING                            |                       | 7                     |
| 7.4 WATER HEATER                                   |                       | 7                     |
| 7.5 APPROVABLE WATER SUPPLY                        |                       | 7                     |
| 7.6 PLUMBING                                       |                       | 7                     |
| 7.7 SEWER CONNECTION                               |                       | 7                     |

### INSPECTION SUMMARY (OPTIONAL)

| ITEM NO. | REASON FOR COMMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | Structure was found to be in a condition of neglect by owners. As the housing report indicates several areas are considered to be in severe dilapidation. Homeowners would have to provide a plan of remodeling to bring structure into compliance. All elements of electrical and plumbing are in decay and disrepair. It is in this inspectors opinion that the structure is in such dilapidated state that plan for reconstruction or remodeling would have to be developed to bring this structure into compliance. |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

RECOMMENDATION: REPAIR \_\_\_\_\_ DEMOLISH        VACATE \_\_\_\_\_

**\*INTERPRETATION OF NUMERIC SCALE**

- 1 = Newly constructed
- 2 = Good condition requiring no repairs
- 3 = Standard condition requiring minor maintenance repair from normal seasonal wear
- 4 = Substandard condition requiring major maintenance repair from an accumulation of seasonal wear, and abnormal wear from abusive treatment and neglect
- 5 = Deteriorating condition requiring major structural repair resulting from a period of substandard conditions; considered a health hazard
- 6 = Dilapidated condition requiring more than 50% structural replacement
- 7 = Severe dilapidated condition that would require immediate attention

INSPECTED BY

DATE

4/28/2021



**City of Weslaco  
Public Hearing Notice**

The Board of Adjustment and Appeal for Construction and Building Codes will hold a public hearing on Tuesday, December 7, 2021, at 5:30 p.m. at the City Commission Room, 245 South Kansas, Suite 201, at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, December 14, 2021, at 5:30 p.m. to determine if they have a hazard to the health, safety, and welfare of the citizens of the City of Weslaco as per Ordinance No. 80-24.

Si desea información en español, llame al departamento de Asesoría de Código de la Ciudad de Weslaco (956) 973-3123.

**101 N. Texas Ave. Gonzales, Austin, TX 78728**

The property owners or members of the public are invited to attend and may present evidence, supporting or opposing staff's recommendation that these structures be either repaired, demolished or removed. For additional information, contact the Code Enforcement Department at (956) 973-3123.

**Roberto Maldonado**  
Planning Code Enforcement

**City of Weslaco**  
DEPARTMENT OF HEALTH

**NOTICE**

THIS BUILDING IS UNFIT AND OR UNSAFE AND  
IT'S USE OR OCCUPANCY HAS BEEN PROHIBITED  
BY THE HEALTH AUTHORITY

Date 11-18-21, 19\_\_

Address 101 N. Texas

Lot No. Gonzales Block No. 411-100

Subdivision

Issued By Health Department  
**City of Weslaco**  
956-3181

**NOTE: REMOVAL PROHIBITED  
BY CITY ORDINANCE**





101 N. 7th St. W.

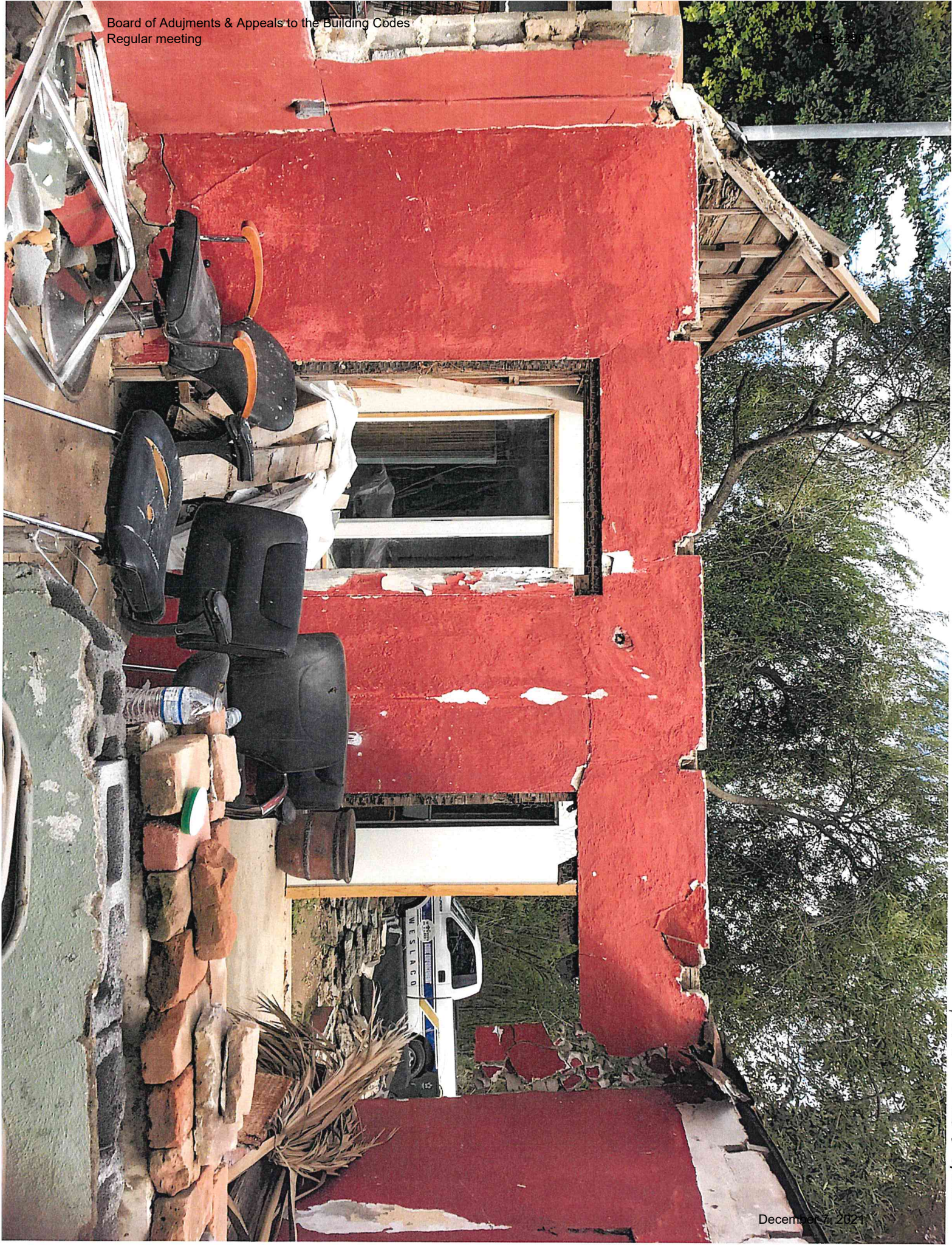
11-18-21



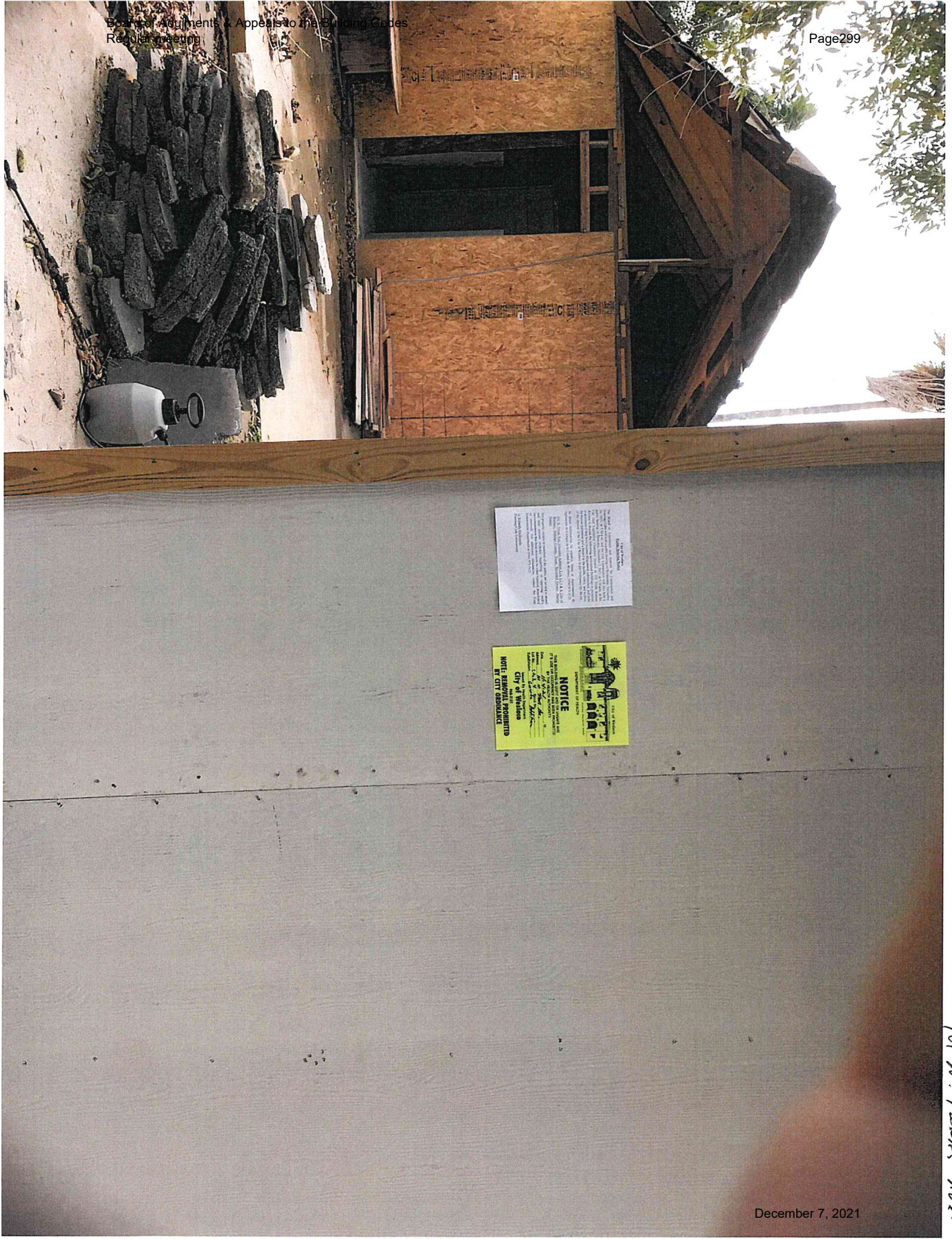


101 N. 1st St.









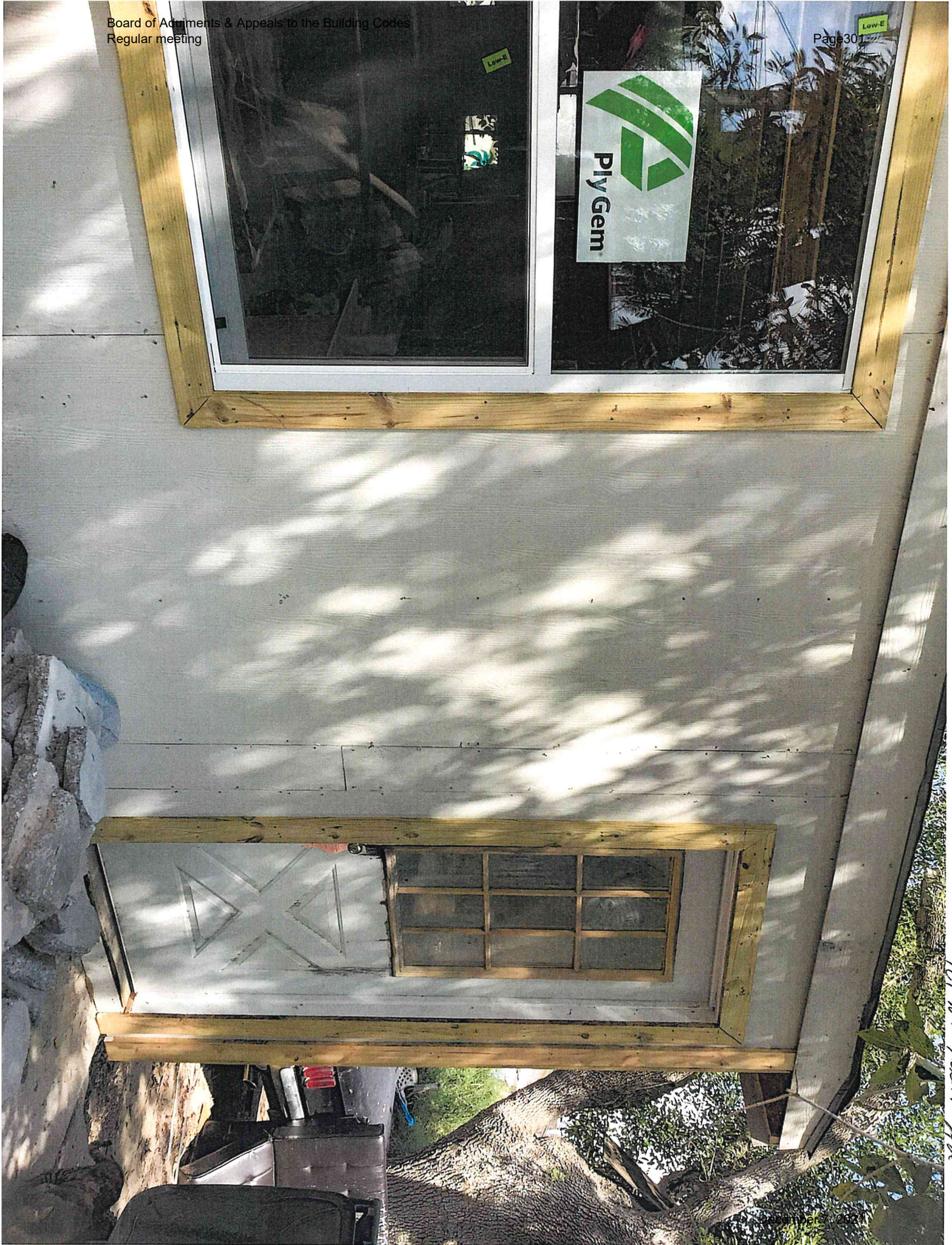
101 N. LEWIS AVE.





101 N. Texas Ave.





101 W. Texas Ave.





December 7, 2021

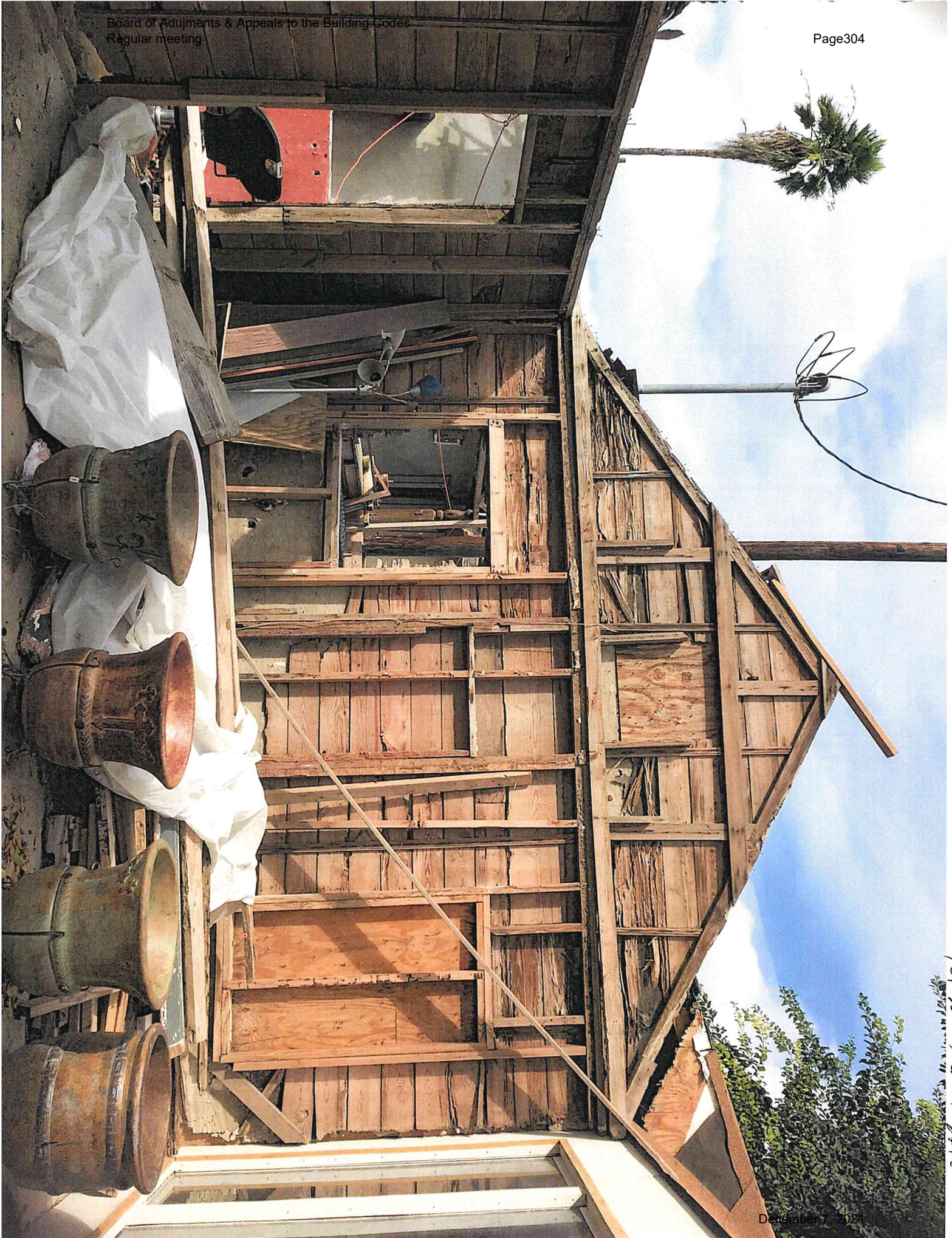
101 N. Tenth Ave





101 W. First Ave.





104 N. 7th Ave.



# LAND INVESTIGATION SERVICES

P.O. Box 530211  
Harlingen, Texas 78550

(956)467-6674 Mobile  
rgvreports@gmail.com

**Location:** 180508

**Property ID:** 101 N Texas

**Taxpayer Name:** De La Garza Elvira Estate & Noe De La Garza Administrator  
Attn: Oxford & Gonzalez  
P.O. Box 630, Edinburg, Tx 78540-0630

## TITLE REPORT

**CERTIFICATION DATE:** August 24, 2021

### LEGAL DESCRIPTION:

Lots 1, 2, 3, and 4, Block 1, GONZALE'S addition to the city of Weslaco, Hidalgo County, Texas, according to map or plat thereof recorded in Volume 7 Page 10A, Map Records, Hidalgo County, Texas.  
**SUBJECT TO:** Subdivision regulations of the county of Hidalgo and/or Ordinances or governmental regulation of the City in which the property may be located or holding extra-territorial jurisdiction of said property.

**RECORD OWNER:** Martha Nunez, s single woman

### TITLE VIA:

Warranty Deed With Vendor's Lien from **Mireya C. Garcia** to **Martha Nunez**, a single woman, filed for record October 9, 2007 under county clerks document number **1813804**, Official Records, Hidalgo County, Texas. (\$38,000.00 V/L Deed Of Trust document number **1813805**, payable to **Mireya C. Garcia** was released by Document **1857740**).

### PRIOR CHAIN OF TITLE:

Warranty Deed With Vendor's Lien from **Samuel I. Reyes** and wife, **Anabel Reyes** to **Mireya C. Garcia**, filed for record February 6, 2001 under county clerks document number **940950**, Official Records, Hidalgo County, Texas. (\$52,000.00 V/L Deed Of Trust document number **940951**, payable to **Samuel I. Reyes** and wife, **Anabel Reyes** was released by Document **1698177**).

Quit Claim Deed from **Sylvia M. Dominguez** and **John J. Dominguez** (All undivided interest) to **Martha Nunez**, filed for record January 12, 2018, under county clerks document number **2880110** Official Records, Hidalgo County, Texas.

**ABSTRACT OF JUDGMENTS:** (See Civil Recordings)

**LIENS:** None on record.

### CIVIL RECORDINGS:

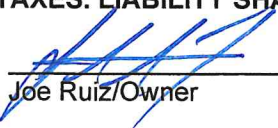
Default Judgment filed for record May 13, 2008, under county clerks document number **1889236**, Official Records, Hidalgo County, Texas, Styled: **Cause No. 28,269-A**, The Estate Of **Elvira De La Garza** (deceased) Plaintiff vs. **Samuel I Reyes** (Defendant). Ordered, Adjudged and Decreed that one Quit Claim Deed dated October 6, 1999 and bearing document numbers **813905**, Official Records, Hidalgo County, Texas, be declared "Null and Void. The court took judicial notice of: Lis Pendens bearing document number **10148646**, in Hidalgo County.

Notice Of Lis Pendens Styled: **Cause No. C-3482-16-F Martha Nunez**, (Plaintiff) vs. The Estate And Heirs Of **Elvira De La Garza, deceased, Noe De La Garza, Samuel I. Reyes, Anabel Reyes, a/k/a Annabel Rangel Reyes** and **Mireya C. Garcia** (Defendants), and filed for record September 20, 2016 under county clerks document number **2748145**, Official Records, Hidalgo County, Texas. (Plaintiffs' Original Petition to remove cloud on title)

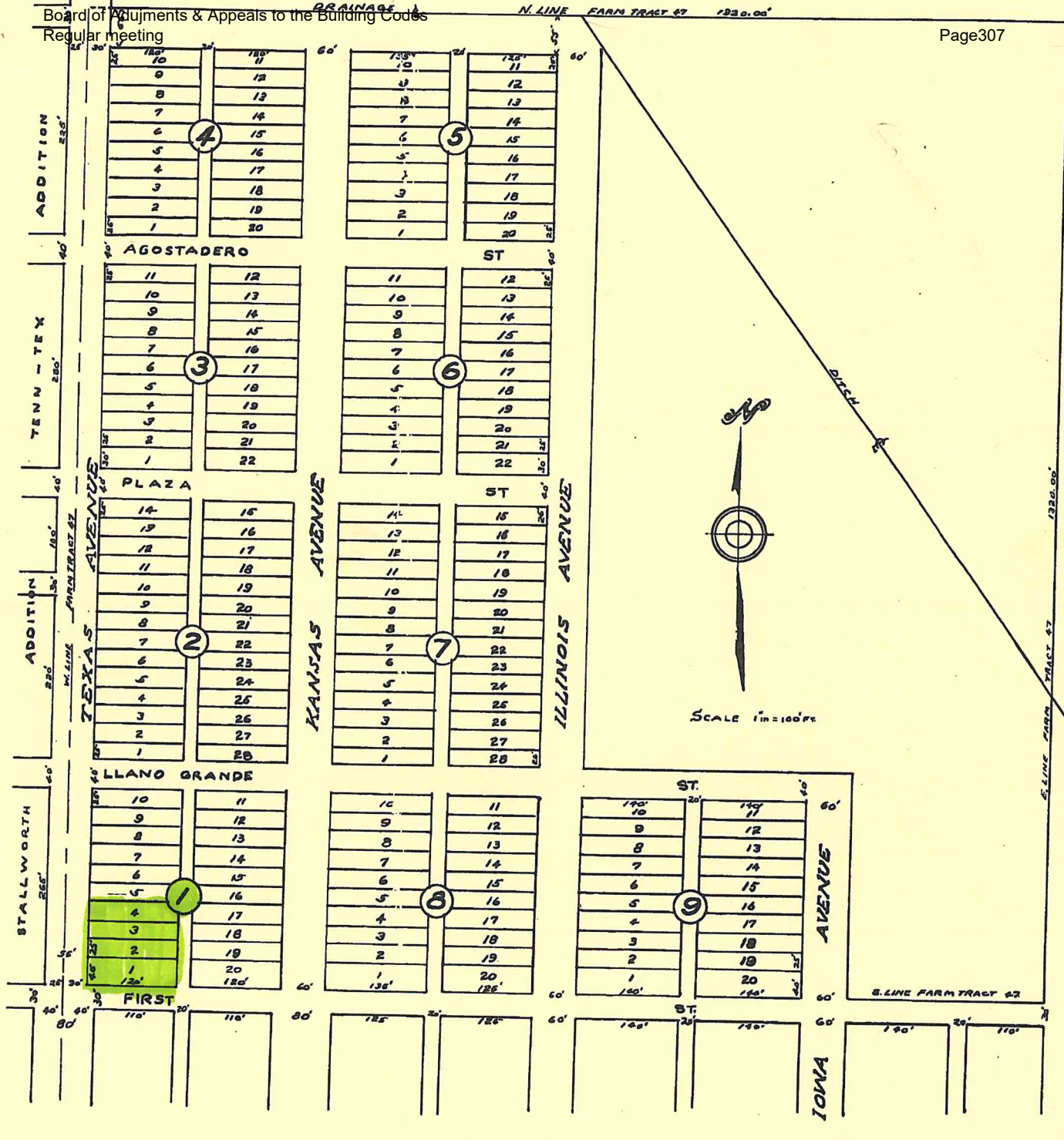
Order Setting Hearing for **Cause No. C-3398-16-D** and **Cause No. C-3482-16-F**, filed for record April 22, 2019, District Clerks Records, Hidalgo County, Texas.

Original Petition Civil Case No. **CL-0554-A**: Styled **Bank Of America, N.A. vs. Mireya Garcia**, filed for record January 31, 2020, District Clerks Records, Hidalgo County, Texas, for recovery of \$4,683.81 owed to Defendant, **Bank Of America, N.A.**

**NOTICE: THE INFORMATION CONTAINED HEREIN DOES NOT IMPLY WARRANTY OF TITLE, NOR DOES IT REFLECT INVESTIGATION OF PROPERTY TAXES. LIABILITY SHALL BE LIMITED TO THE AMOUNT OF THE TITLE REPORT FEE.**

  
\_\_\_\_\_  
Joe Ruiz/Owner





**MAP**  
OF  
**GONZALE'S ADDITION TO WESLACO**

BEING A SUBDIVISION OF A PART OF FARM TRACT #7 BLOCK 142 OF THE AMERICAN RIO GRANDE LAND AND IRRIGATION CO'S WEST TRACT SUBDIVISION, LLANO GRANDE GRANT HIDALGO COUNTY, TEXAS.

I, E. H. NORDMEYER, A SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE MAP IS TRUE AND CORRECT AS SURVEYED BY ME FROM JANUARY 9<sup>TH</sup> TO JANUARY 19<sup>TH</sup> A.D. 1938.

*E. H. Nordmeyer*  
SURVEYOR

SWORN AND SUBSCRIBED TO BEFORE ME THIS 20<sup>TH</sup> DAY OF JANUARY A.D. 1938

SEAL

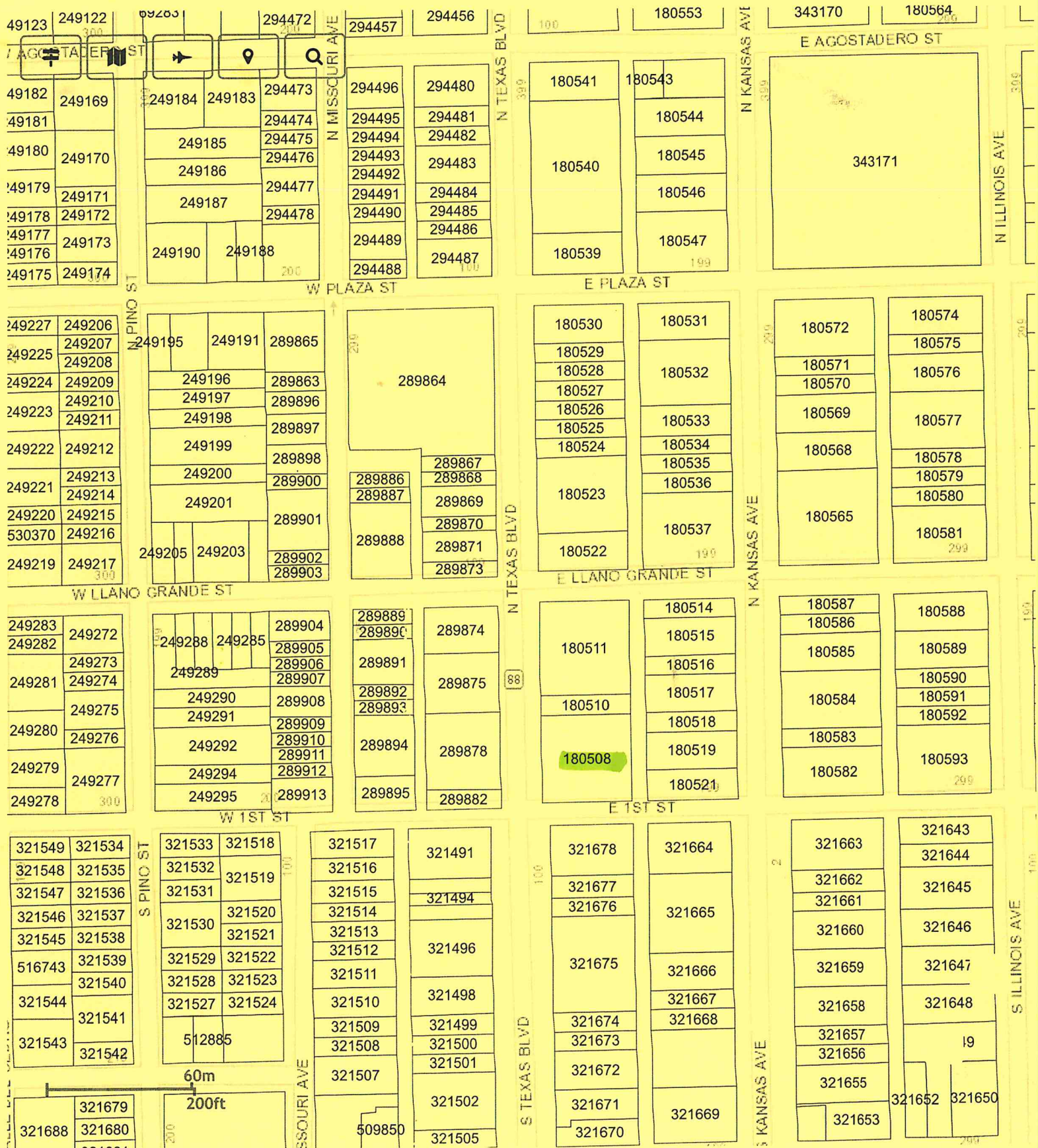
*U. S. Lovejoy*  
NOTARY PUBLIC

NOTARY PUBLIC IN AND FOR HIDALGO COUNTY, TEXAS  
NORDMEYER & SONS  
JAN 20<sup>TH</sup> 1938  
MCALLEN, TEXAS

Note.  
All Block Corners 4" dia X 36"  
Cedar Posts

FILED FOR RECORD AT 8:10 A.M. FEBRUARY 19, 1940.  
RECORDED AT 8:00 A.M. FEBRUARY 24, 1940. ON  
PAGE 10A, BOOK 7







# Hidalgo CAD

## Property Search Results > 180508 DE LA GARZA ELVIRA ESTATE & NOE DE LA GARZA ADMINISTRATOR for Year 2022

Tax Year: 2022

### Property

#### Account

|                           |                      |                    |                                            |
|---------------------------|----------------------|--------------------|--------------------------------------------|
| Property ID:              | 180508               | Legal Description: | GONZALES ADDN<br>LOTS 1, 2, 3 & 4<br>BLK 1 |
| Geographic ID:            | G5600-00-001-0001-00 | Zoning:            | CO                                         |
| Type:                     | Real                 | Agent Code:        |                                            |
| Property Use Code:        |                      |                    |                                            |
| Property Use Description: |                      |                    |                                            |

#### Location

|                  |                        |          |     |
|------------------|------------------------|----------|-----|
| Address:         | 101 N TEXAS BLVD<br>TX | Mapscot: |     |
| Neighborhood:    | SWL TEXAS PROJECT      | Map ID:  | QWC |
| Neighborhood CD: | SWLTEX                 |          |     |

#### Owner

|                  |                                                                  |              |                   |
|------------------|------------------------------------------------------------------|--------------|-------------------|
| Name:            | DE LA GARZA ELVIRA ESTATE & NOE DE LA GARZA ADMINISTRATOR        | Owner ID:    | 1069959           |
| Mailing Address: | ATTN: OXFORD & GONZALEZ<br>PO BOX 630<br>EDINBURG, TX 78540-0630 | % Ownership: | 100.000000000000% |
|                  |                                                                  | Exemptions:  |                   |

### Values

|                                       |   |           |                       |
|---------------------------------------|---|-----------|-----------------------|
| (+) Improvement Homesite Value:       | + | \$0       |                       |
| (+) Improvement Non-Homesite Value:   | + | \$88,950  |                       |
| (+) Land Homesite Value:              | + | \$0       |                       |
| (+) Land Non-Homesite Value:          | + | \$96,600  | Ag / Timber Use Value |
| (+) Agricultural Market Valuation:    | + | \$0       | \$0                   |
| (+) Timber Market Valuation:          | + | \$0       | \$0                   |
| <hr/>                                 |   |           |                       |
| (=) Market Value:                     | = | \$185,550 |                       |
| (-) Ag or Timber Use Value Reduction: | - | \$0       |                       |
| <hr/>                                 |   |           |                       |
| (=) Appraised Value:                  | = | \$185,550 |                       |
| (-) HS Cap:                           | - | \$0       |                       |
| <hr/>                                 |   |           |                       |
| (=) Assessed Value:                   | = | \$185,550 |                       |

### Taxing Jurisdiction

Owner: DE LA GARZA ELVIRA ESTATE & NOE DE LA GARZA ADMINISTRATOR  
% Ownership: 100.000000000000%

December 7, 2021

| Entity          | Description          | Tax Rate | Appraised Value | Taxable Value               | Estimated Tax |
|-----------------|----------------------|----------|-----------------|-----------------------------|---------------|
| CAD             | APPRAISAL DISTRICT   | 0.000000 | \$185,550       | \$185,550                   | \$0.00        |
| CWL             | CITY OF WESLACO      | 0.696700 | \$185,550       | \$185,550                   | \$1,292.73    |
| DR1             | DRAINAGE DISTRICT #1 | 0.102600 | \$185,550       | \$185,550                   | \$190.37      |
| GHD             | HIDALGO COUNTY       | 0.575000 | \$185,550       | \$185,550                   | \$1,066.91    |
| JCC             | SOUTH TEXAS COLLEGE  | 0.171800 | \$185,550       | \$185,550                   | \$318.77      |
| R02             | ROAD DIST 02         | 0.000000 | \$185,550       | \$185,550                   | \$0.00        |
| SST             | SOUTH TEXAS SCHOOL   | 0.049200 | \$185,550       | \$185,550                   | \$91.29       |
| SWL             | WESLACO ISD          | 1.018900 | \$185,550       | \$185,550                   | \$1,890.57    |
| Total Tax Rate: |                      | 2.614200 |                 |                             |               |
|                 |                      |          |                 | Taxes w/Current Exemptions: | \$4,850.64    |
|                 |                      |          |                 | Taxes w/o Exemptions:       | \$4,850.65    |

## Improvement / Building

|                        |            |                    |    |                     |             |                        |
|------------------------|------------|--------------------|----|---------------------|-------------|------------------------|
| <b>Improvement #1:</b> | COMMERCIAL | <b>State Code:</b> | F1 | <b>Living Area:</b> | 2280.0 sqft | <b>Value:</b> \$45,596 |
|------------------------|------------|--------------------|----|---------------------|-------------|------------------------|

| Type | Description  | Class CD | Exterior Wall | Year Built | SQFT   |
|------|--------------|----------|---------------|------------|--------|
| RTLS | RETAIL STORE | 40 - CLW | CBK           | 1978       | 1800.0 |
| CAN  | CANOPY       | *        |               | 1978       | 228.0  |
| RTLS | RETAIL STORE | 40 - CLW | CBK           | 1978       | 480.0  |

|                        |             |                    |    |                     |             |                        |
|------------------------|-------------|--------------------|----|---------------------|-------------|------------------------|
| <b>Improvement #2:</b> | RESIDENTIAL | <b>State Code:</b> | A1 | <b>Living Area:</b> | 1148.0 sqft | <b>Value:</b> \$18,493 |
|------------------------|-------------|--------------------|----|---------------------|-------------|------------------------|

| Type | Description     | Class CD  | Exterior Wall | Year Built | SQFT  |
|------|-----------------|-----------|---------------|------------|-------|
| MA   | MAIN AREA       | WDLW - 2M | DWD           | 1982       | 808.0 |
| POR  | PORCH (COVERED) | *         |               | 1982       | 36.0  |
| ADD  | ADDITION        | WDLW - 2M | DWD           | 1982       | 140.0 |
| ADD  | ADDITION        | WDLW - 2M | DWD           | 1982       | 200.0 |
| CAN  | CANOPY          | * - *     |               | 1947       | 72.0  |
| PAT  | PATIO           | *         |               | 2010       | 54.0  |

|                        |            |                    |    |                     |            |                        |
|------------------------|------------|--------------------|----|---------------------|------------|------------------------|
| <b>Improvement #3:</b> | COMMERCIAL | <b>State Code:</b> | F1 | <b>Living Area:</b> | 745.5 sqft | <b>Value:</b> \$24,861 |
|------------------------|------------|--------------------|----|---------------------|------------|------------------------|

| Type | Description  | Class CD | Exterior Wall | Year Built | SQFT   |
|------|--------------|----------|---------------|------------|--------|
| RTLS | RETAIL STORE | 40 - CLW | CBK           | 2001       | 745.5  |
| CON1 | CONCRETE 1   | * - CLW  |               | 2001       | 3257.0 |
| CAN  | CANOPY       | *        |               | 2010       | 293.0  |

## Land

| # | Type | Description | Acres  | Sqft     | Eff Front | Eff Depth | Market Value | Prod. Value |
|---|------|-------------|--------|----------|-----------|-----------|--------------|-------------|
| 1 | L    | LOT         | 0.2824 | 12300.00 | 20.00     | 0.00      | \$86,100     | \$0         |
| 2 | L    | LOT         | 0.0344 | 1500.00  | 20.00     | 0.00      | \$10,500     | \$0         |

## Roll Value History

December 7, 2021



| Year | Improvements | Land Market | Ag Valuation | Appraised | HS Cap | Assessed  |
|------|--------------|-------------|--------------|-----------|--------|-----------|
| 2022 | \$88,950     | \$96,600    | 0            | 185,550   | \$0    | \$185,550 |
| 2021 | \$88,950     | \$96,600    | 0            | 185,550   | \$0    | \$185,550 |
| 2020 | \$84,785     | \$96,600    | 0            | 181,385   | \$0    | \$181,385 |
| 2019 | \$79,760     | \$96,600    | 0            | 176,360   | \$0    | \$176,360 |
| 2018 | \$85,164     | \$96,600    | 0            | 181,764   | \$0    | \$181,764 |
| 2017 | \$60,301     | \$96,600    | 0            | 156,901   | \$0    | \$156,901 |
| 2016 | \$69,998     | \$96,600    | 0            | 166,598   | \$0    | \$166,598 |
| 2015 | \$43,306     | \$96,600    | 0            | 139,906   | \$0    | \$139,906 |
| 2014 | \$15,569     | \$96,600    | 0            | 112,169   | \$0    | \$112,169 |
| 2013 | \$16,078     | \$96,660    | 0            | 112,738   | \$0    | \$112,738 |
| 2012 | \$17,966     | \$96,660    | 0            | 114,626   | \$0    | \$114,626 |
| 2011 | \$17,966     | \$96,660    | 0            | 114,626   | \$0    | \$114,626 |
| 2010 | \$62,858     | \$98,100    | 0            | 160,958   | \$0    | \$160,958 |
| 2009 | \$64,357     | \$98,100    | 0            | 162,457   | \$0    | \$162,457 |
| 2008 | \$67,422     | \$98,100    | 0            | 165,522   | \$0    | \$165,522 |

## Deed History - (Last 3 Deed Transactions)

| # | Deed Date | Type | Description                | Grantor         | Grantee                                                   | Volume | Page | Deed Number |
|---|-----------|------|----------------------------|-----------------|-----------------------------------------------------------|--------|------|-------------|
| 1 | 5/13/2008 | CTOR | COURT ORDERS               | NUNEZ MARTHA    | DE LA GARZA ELVIRA ESTATE & NOE DE LA GARZA ADMINISTRATOR |        |      | 1889236     |
| 2 | 1/12/2018 | QCD  | QUITCLAIM DEED             | MUNEZ MARTHA    | NUNEZ MARTHA                                              |        |      | 2880110     |
| 3 | 10/9/2007 | WDV  | WARRANTY DEED/VENDORS LIEN | GARCIA MIREYA C | MUNEZ MARTHA                                              |        |      | 1813804     |

## Tax Due

Property Tax Information as of 08/20/2021

Amount Due if Paid on: 

| Year | Taxing Jurisdiction | Taxable Value | Base Tax | Base Taxes Paid | Base Tax Due | Discount / Penalty & Interest | Attorney Fees | Amount Due |
|------|---------------------|---------------|----------|-----------------|--------------|-------------------------------|---------------|------------|
|------|---------------------|---------------|----------|-----------------|--------------|-------------------------------|---------------|------------|

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 381-8466.

**Hidalgo County**  
**Arturo Guajardo Jr.**  
**County Clerk**  
**Edinburg, TX 78540**



70 2007 01813804

**Instrument Number: 2007-1813804**

**Recorded On: October 09, 2007**

**As  
Recording**

**Parties:**

**To**

**Billable Pages: 2**

**Number of Pages: 3**

**Comment: WDV**

**\*\* Examined and Charged as Follows: \*\***

|                         |              |
|-------------------------|--------------|
| Recording               | 20.00        |
| <b>Total Recording:</b> | <b>20.00</b> |

**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2007-1813804  
Receipt Number: 898056  
Recorded Date/Time: October 09, 2007 12:52P

**Record and Return To:**

MARTHA NUNEZ  
109 NORTH TEXAS  
WESLACO TX 78596

User / Station: M Cantu - Cash Station 17



**STATE OF TEXAS  
COUNTY OF HIDALGO**

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, TX



1813804

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILLED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

### WARRANTY DEED WITH VENDOR'S LIEN

Date: July 5, 2004

Grantor: MIREYA C. GARCIA

Grantor's Mailing Address: 2427 E. 12th Street  
Weslaco, Hidalgo County, Texas 78596

Grantee: MARTHA NUNEZ, a signal woman

Grantee's Mailing Address: 109 N. Texas  
Weslaco, Hidalgo County, Texas 78596

Consideration: TEN and No/100ths DOLLARS (\$10.00) and a note of even date that is in the principal amount of THIRTY-EIGHT THOUSAND AND NO/100ths DOLLARS (\$38,000.00), said note is executed by MARTHA NUNEZ, a signal woman, Grantee, payable to the order of MIREYA C. GARCIA. The note is secured by a vendor's lien retained in favor of MIREYA C. GARCIA in this deed.

Property (including any improvements):

Lots One (1) through Four (4), inclusive, Block One (1), GONZALEZ ADDITION, an addition to the City of Weslaco, Hidalgo County, as per map or plat thereof recorded in Volume 7, page 10-A, Map Records, Hidalgo County, Texas.

Prior Lien(s)(including recording information): NONE

Reservations from and Exceptions to Conveyance and Warranty:

1. Standby fees, taxes and assessments by any taxing authority for the year 2003 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.
2. Easements, Rules, Regulations and Rights in favor of Hidalgo County Irrigation District No. 9.
3. Easements and reservations as may appear upon the recorded map and dedication of said subdivision.
4. All visible easements.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors, to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the Property are retained until each Note described is fully paid according to its terms, at which time this Deed shall become absolute.

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

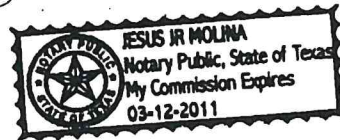
Mireya C. Garcia  
MIREYA C. GARCIA

STATE OF TEXAS     §  
                             §  
COUNTY OF HIDALGO   §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 9th  
day of October, 2004, by MIREYA C. GARCIA.

[Signature]  
NOTARY PUBLIC, STATE OF TEXAS



AFTER RECORDING RETURN TO:

Martha Nunez  
109 N. Texas  
Weslaco, Texas 78599-0010



Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, TX 78540



70 2007 01813805

Instrument Number: 2007-1813805

Recorded On: October 09, 2007

As  
Recording

Parties:

To

Billable Pages: 4

Number of Pages: 5

Comment: DT

**\*\* Examined and Charged as Follows: \*\***

|                  |       |
|------------------|-------|
| Recording        | 28.00 |
| Total Recording: | 28.00 |

**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2007-1813805  
Receipt Number: 898056  
Recorded Date/Time: October 09, 2007 12:52P

**Record and Return To:**

MARTHA NUNEZ  
109 NORTH TEXAS  
WESLACO TX 78596

User / Station: M Cantu - Cash Station 17



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, TX

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILLED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

## DEED OF TRUST

Date: July 5, 2004

Grantor: MARTHA NUNEZ, a signal woman

Grantor's Address: 109 N. Texas  
Weslaco, Hidalgo County, Texas 78596

Beneficiary: MIREYA C. GARCIA

Beneficiary's Mailing Address: 2427 E. 12th Street  
Weslaco, Hidalgo County, Texas 78596

Note(s):

Date: July 5, 2004

Amount: THIRTY-EIGHT THOUSAND AND NO/100ths  
DOLLARS (\$38,000.00)

Maker: MARTHA NUNEZ. a signal woman

Payee: MIREYA C. GARCIA

Terms of payment (optional): As therein provided.

Property (including any improvements):

Lots One (1) through Four (4), inclusive, Block One (1), GONZALEZ ADDITION, an addition to the City of Weslaco, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 7, page 10-A, Map Records, Hidalgo County, Texas.

Prior Lien(s)(including recording information): NONE

Other Exceptions:

1. Easement and reservations as may appear upon the recorded map and dedication of said subdivision.
2. Easements, or claims of easements, which are not recorded in the public records.

For value received and to secure payment of the Note, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property. If Grantor performs all the covenants and pays the Note according to its terms, this Deed of Trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

### Grantor's Obligations

Grantor agrees to:

1. keep the Property in good repair and condition;
2. pay all taxes and assessments on the Property when due;
3. preserve the lien's priority as it is established in this Deed of Trust;
4. maintain, in a form acceptable to Beneficiary, an insurance policy that:
  - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;
  - b. contains an 80% co-insurance clause;
  - c. provides fire and extended coverage, including windstorm coverage;



- d. protects Beneficiary with a standard mortgage clause;
  - e. provides flood insurance at any time the Property is in a flood hazard area; and
  - f. contains such other coverage as Beneficiary may reasonably require;
5. comply at all times with the requirements of the 80% co-insurance clause;
  6. deliver the insurance policy to Beneficiary and deliver renewals to Beneficiary at least ten (10) days before expiration;
  7. keep any buildings occupied as required by the insurance policy; and
  8. if this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments.

#### **Beneficiary's Rights**

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of trustee.
2. If the proceeds of the Note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
3. Beneficiary may apply any proceeds received under the insurance policy either to reduce the Note or to repair or replace damaged or destroyed improvements covered by the policy.
4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor, on demand, at the place where the Note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this Deed of Trust.
5. If Grantor defaults on the Note or fails to perform any of Grantor's obligations or if default occurs on a prior lien note or other instrument, and the default continues after Beneficiary gives Grantor notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Beneficiary may:
  - a. declare the unpaid principal balance and earned interest on the Note immediately due;
  - b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
  - c. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Note, subject to any rights that Grantor may have under the Texas Property Code to have the amount of credit adjusted to reflect the Property's fair market value.

#### **Trustee's Duties**

If requested by Beneficiary to foreclose this lien, Trustee shall:

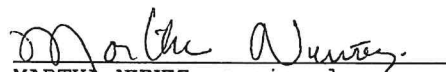
1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
2. sell and convey all or part of the Property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
3. from the proceeds of the sale, pay, in this order:
  - a. expenses of foreclosure, including a commission to Trustee of five percent (5%) of the bid;
  - b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
  - c. any amounts required by law to be paid before payment to Grantor; and
  - d. to Grantor, any balance.

#### **General Provisions**

1. If any of the Property is sold under this Deed of Trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's Deed conveying the Property will be presumed to be true.
3. Proceeding under this Deed of Trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of the payment of all or part of the Note is extended or part of the Property is released.
5. If any portion of the Note can not be lawfully secured by this Deed of Trust, payments shall be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property.

After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the Note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.

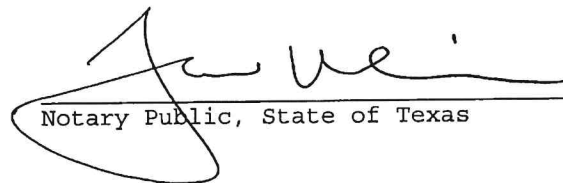
7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the Note or this Deed of Trust. Grantor will apply all rent and other income and receipts to payment of the Note and performance of this Deed of Trust, but if the rent and other income and receipts exceed the amount due under this Note and Deed of Trust, Grantor may retain the excess. If Grantor defaults in payment of the Note or performance of this Deed of Trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the Property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the Property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the Note and this Deed of Trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.
8. Interest on the debt secured by this Deed of Trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.
9. When the context requires, singular nouns and pronouns include the plural.
10. The term Note includes all sums secured by this Deed of Trust.
11. This Deed of Trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
12. If Grantor and Maker are not the same person, the term Grantor shall include Maker.
13. If Grantor transfers any part of the Property without Beneficiary's prior written consent, Beneficiary may declare the debt secured by this Deed of Trust immediately payable. In that event Beneficiary will notify Grantor that the debt is payable; if it is not paid within thirty (30) days after notice to Grantor, Beneficiary may, without further notice to or demand on Grantor, invoke any remedies provided in this instrument for default. Exceptions to this provision for declaring the Note due on sale or transfer are limited to the following:
  - (a) creation of a lien or encumbrance subordinate to this Deed of Trust;
  - (b) creation of a purchase-money security interest for household appliances;
  - (c) transfer by devise, descent or operation of law on the death of a joint tenant; and
  - (d) grant of a leasehold interest of three years or less without an option to purchase.
14. Grantor represents that this Deed of Trust and the Note are given for the following purposes: The debt evidenced by the Note is in part payment of the purchase price of the Property; the debt is secured by this Deed of Trust and by a Vendor's lien on the Property, which is expressly retained in a Warranty Deed With Vendor's Lien of even date given by MIREYA C. GARCIA; conveying his community property interest in the Property to Grantee; to MARTHA NUNEZ, a single woman. This Deed of Trust does not waive the vendor's lien, and the two liens and the rights created by this instrument shall be cumulative. Beneficiary may elect to foreclose under either of the liens without waiving the other or may foreclose under both. The Warranty Deed with Vendor's Lien is incorporated into this Deed of Trust.

  
MARTHA NUNEZ, a single woman



STATE OF TEXAS       §  
                             §     Acknowledgment  
COUNTY OF HIDALGO   §

This instrument was acknowledged before me on the 9th day  
of July, 2004, by **MARTHA NUNEZ**, a single woman.

  
\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Martha Nunez  
109 N. Texas  
Weslaco, Texas 78599-0010



**Hidalgo County**  
**Arturo Guajardo Jr.**  
**County Clerk**  
**Edinburg, TX 78540**



70 2008 01857740

**Instrument Number: 2008-1857740**

**Recorded On: February 19, 2008**

**As  
Recording**

**Parties:**

**To**

**Billable Pages: 2**

**Number of Pages: 3**

**Comment: RELEASE OF LIEN**

**\*\* Examined and Charged as Follows: \*\***

|                         |              |
|-------------------------|--------------|
| Recording               | 20.00        |
| <b>Total Recording:</b> | <b>20.00</b> |

**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2008-1857740  
Receipt Number: 932821  
Recorded Date/Time: February 19, 2008 03:39P

**Record and Return To:**

JONES, GALLIGAN, KEY & LOZANO, LLP  
2300 WEST PIKE BOULEVARD, SUITE 300  
POST OFFICE DRAWER 1247  
WESLACO TX 78599-1247

User / Station: I Hidalgo - Cash Station 04



**STATE OF TEXAS  
COUNTY OF HIDALGO**

I hereby certify that this instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, TX

December 7, 2021



**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.**

**Release of Lien**

**Date:** February 13, 2008

**Holder of Note and Lien:** MIREYA C. GARCIA

**Holder's Mailing Address:**

MIREYA C. GARCIA  
2426 E. 12th Street  
Weslaco, TX 78596  
Hidalgo County

**Note**

**Date:** July 5, 2004

**Original principal amount:** \$38,000.00

**Borrower:** MARTHA NUNEZ

**Lender:** MIREYA C. GARCIA

**Note and Lien Are Described in the Following Documents:** Vendor's Lien retained in Deed dated July 5, 2004, executed by Mireya C. Garcia to Martha Nunez, a single woman, and recorded under Document No. 1813804, Official Records of Hidalgo County, Texas. Additionally a Deed of Trust dated July 5, 2004, recorded under Document No. 1813805, Official Records of Hidalgo County, Texas.

**Property (including any improvements):**

Lots One (1) through Four (4), inclusive, Block One (1), GONZALEZ ADDITION, an addition to the City of Weslaco, Hidalgo County, as per map or plat thereof recorded in Volume 7, Page 10-A, Map Records, Hidalgo County, Texas.

Holder of Note and Lien is the owner and holder of the Note and Lien described above.

Holder of Note and Lien acknowledges payment in full of the Note and releases the Property from the Lien and from all liens held by Holder of Note and Lien, without regard to how they were created or evidenced.

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

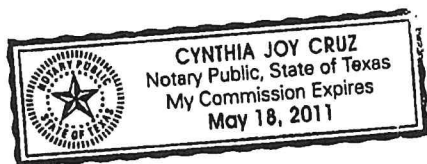
MIREYA C. GARCIA

*Mireya C. Garcia*

STATE OF TEXAS )

COUNTY OF HIDALGO )

This instrument was acknowledged before me on February 15, 2008,  
by MIREYA C. GARCIA.



*Cynthia Cruz*  
Notary Public, State of Texas  
My commission expires:

PREPARED IN THE OFFICE OF:

Jones, Galligan, Key & Lozano, L.L.P.  
2300 West Pike Boulevard, Suite 300  
Post Office Drawer 1247  
Weslaco, Texas 78599-1247  
Tel: (956) 968-5402  
Fax: (956) 968-6089



940950

**WARRANTY DEED WITH VENDOR'S LIEN**

GF 706615-JLW  
**Date:** January 25, 2001

**Grantor:** SAMUEL I. REYES and wife, ANABEL REYES

**Grantor's Mailing Address (including county):**

SAMUEL I. REYES  
521 S. 10th Street  
Donna, Texas 78537  
Hidalgo County

ANABEL REYES  
521 S. 10th Street  
Donna, Texas 78537  
Hidalgo County

**Grantee:** MIREYA C. GARCIA

**Grantee's Mailing Address (including county):**

MIREYA C. GARCIA  
2427 E. 12th St.  
Weslaco, Texas 78596  
Hidalgo County

**Consideration:** TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of FIFTY-TWO THOUSAND AND NO/100 DOLLARS (\$52,000.00) and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to TERRY D. KEY, Trustee.

**Property (including any improvements):**

Lots One (1) through Four (4), inclusive, Block One (1), GONZALEZ ADDITION, an addition to the City of Weslaco, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 7, page 10-A, Map Records, Hidalgo County, Texas.

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

- 1) Easements and reservations as may appear upon the recorded map and dedication of said subdivision.

H:\RACHEL\REV17114.DED.1  
AGL:rl  
Page 1

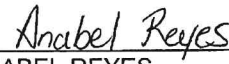
- 2) Easements, or claims of easements, which are not recorded in the public records.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

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

  
SAMUEL I. REYES

  
ANABEL REYES

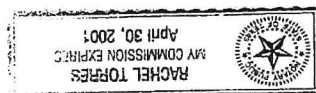
#### ACKNOWLEDGMENT

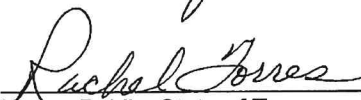
STATE OF TEXAS

§  
§  
§

COUNTY OF HIDALGO

This instrument was acknowledged before me on Jan 26, 2001, by  
SAMUEL I. REYES.



  
Notary Public, State of Texas

H:\RACHEL\REV17114.DED.1  
AGL:rt  
Page 2



ACKNOWLEDGMENT

STATE OF TEXAS

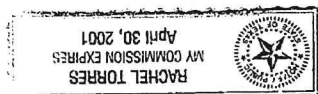
§

§

§

COUNTY OF HIDALGO

This instrument was acknowledged before me on Jan 26, 2001, by  
ANABEL REYES.



Rachel Torres  
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

ANITA G. LOZANO  
JONES GALLIGAN KEY & LOZANO, L.L.P.  
P O DRAWER 1247  
WESLACO, TEXAS 78599-1247

AFTER RECORDING RETURN TO:

ANITA G. LOZANO  
JONES GALLIGAN KEY & LOZANO, L.L.P.  
P O DRAWER 1247  
WESLACO, TEXAS 78599-1247

H:\RACHEL\RE\17114.DED.1  
AGL:rt  
Page 3

Filed for Record in:  
Hidalgo County  
by J. D. Salinas, III  
County Clerk

On: Feb 06, 2001 at 08:11A

As a Recording

Document Number: 940950  
Total Fees : 13.00

Receipt Number - 327050  
By,  
Bea Cruz, Deputy



Hidalgo County  
Eddy Trevino  
County Clerk  
Edinburg, TX 78540



70 2006 01698177

Instrument Number: 2006-1698177

Recorded On: December 13, 2006

As  
Recording

Parties:

To

Billable Pages: 1

Number of Pages: 2

Comment: RL

**\*\* Examined and Charged as Follows: \*\***

|                  |       |
|------------------|-------|
| Recording        | 16.00 |
| Total Recording: | 16.00 |

**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2006-1698177  
Receipt Number: 819179  
Recorded Date/Time: December 13, 2006 04:45P

**Record and Return To:**

FIRST NATIONAL ACCEPTANCE CO.  
P.O. BOX 980  
EAST LANSING MI 48826-0980

User / Station: I Leal - Cash Station 02



**STATE OF TEXAS  
COUNTY OF HIDALGO**

I hereby certify that this instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Eddy Trevino  
County Clerk  
Hidalgo County, TX

## Release of Lien

State of TX  
County of Hidalgo

NOTE

Date: 01/25/01

1698177

Original Amount: \$52,000.00

Maker: Mireya C. Garcia

Payee: Samuel I. Reyes and wife, Anabel Reyes

Holder of Note and Lien: First National Acceptance Company, a Michigan Corporation

Deed of Trust is Described in the Following Documents Recorded in:  
Clerk's File# 940951, in Hidalgo County, TX subsequently transferred to First National Acceptance Company, a Michigan Corporation by instrument dated 01/14/2005 Clerk's File# 1461047 in Hidalgo County, TX

Property Description:

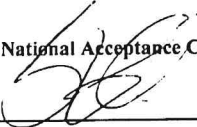
LOTS 1 THROUGH 4, INCLUSIVE, BLOCK 1, GONZALES ADDITION, AN ADDITION TO THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 10-A, MAP RECORDS HIDALGO COUNTY, TEXAS.

Holder of the note acknowledges its payment and releases the property from the lien.

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

Executed the 1st day of December, 2006.

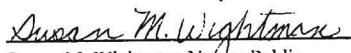
First National Acceptance Company

BY:   
Steve Allison, Vice President

ACKNOWLEDGMENT

State of MI }  
County of INGHAM }

On this 1st day of December, 2006, before me personally appeared Steve Allison, Vice President, First National Acceptance Company, a Michigan Corporation to me known to be person(s) in and who executed the forgoing instrument and acknowledged that they/he/she executed the same as their/her/him free act and deed.

  
Susan M. Wightman, Notary Public,  
Ingham County Acting in Ingham County, MI  
My commission expires 01/07/11.

When recorded to: Mireya Garcia  
2427 E. 12th St.  
Weslaco, TX 78596

Drafted by: Susan Wightman  
Business Address: P. O. Box 980  
East Lansing, MI 48826

Account Number: 159840



Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, Texas 78540

Document No: 2880110

Billable Pages: 2

Recorded On: January 12, 2018 03:16 PM

Number of Pages: 3

\*\*\*\*\*Examined and Charged as Follows\*\*\*\*\*

Total Recording: \$ 40.00

\*\*\*\*\*THIS PAGE IS PART OF THE DOCUMENT\*\*\*\*\*

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document No: 2880110  
Receipt No: 20180112000384  
Recorded On: January 12, 2018 03:16 PM  
Deputy Clerk: Elaine Acuna  
Station: Mcallen-CC-K24

**Record and Return To:**

Erxchange



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, Texas

December 7, 2021

**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.**

## **QUITCLAIM DEED**

**DATE:** November 14, 2017

**GRANTOR:** SYLVIA M. DOMINGUEZ and JOHN J. DOMINGUEZ

**GRANTOR'S MAILING ADDRESS (including county):**

901 E. 6th Street, Suite 3  
Weslaco, Texas 78596  
Hidalgo County, Texas

**GRANTEE:** MARTHA NUNEZ

**GRANTEE'S MAILING ADDRESS (including county):**

109 North Texas Blvd.  
Weslaco, Texas 78596  
Hidalgo County, Texas

**CONSIDERATION:** For Ten and No/100 Dollars (\$10.00), receipt of which is hereby acknowledged, by these presents do quitclaim all of their interest in the herein described property.

**PROPERTY (including any improvements):**

All of our undivided interest in and to all of Lots 1 through 4, Block 1, GONZALES ADDITION, an Addition to the City of Weslaco, Hidalgo County, Texas, according to the map recorded in Volume 7, Page 10A, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

For good and sufficient consideration Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the property, to have and to hold it to Grantee, Grantee's successors, or assigns forever. Neither Grantor nor Grantor's successors, or assigns shall have, claim, or demand any right or title to the property or any part of it.

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



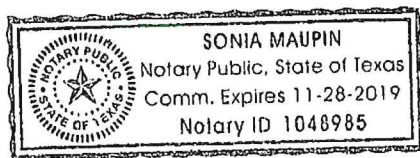
Sylvia M. Dominguez  
SYLVIA M. DOMINGUEZ

John J. Dominguez  
JOHN J. DOMINGUEZ

(Acknowledgment)

STATE OF TEXAS §  
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 5th day of  
Dec., 2017, by SYLVIA M. DOMINGUEZ.

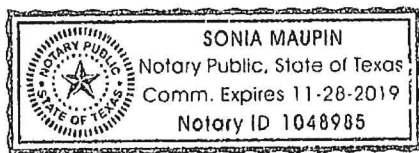


Sonia Maupin  
Notary Public, State of Texas

(Acknowledgment)

STATE OF TEXAS §  
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 5th day of  
Dec., 2017, by JOHN J. DOMINGUEZ.



Sonia Maupin  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

THE J. RAMIREZ LAW FIRM  
Ebony Park, Suite B  
700 N. Veterans Blvd.  
San Juan, Texas 78589

PREPARED IN THE LAW OFFICE OF:

THE J. RAMIREZ LAW FIRM  
Ebony Park, Suite B  
700 N. Veterans Blvd.  
San Juan, Texas 78589

File No. 16-089R

Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, TX 78540



70 2008 01889236

Instrument Number: 2008-1889236

Recorded On: May 13, 2008

As  
Recording

Parties:

To

Billable Pages: 4

Number of Pages: 5

Comment: DEFAULT JUDGMENT

\*\* Examined and Charged as Follows: \*\*

|                  |       |
|------------------|-------|
| Recording        | 28.00 |
| Total Recording: | 28.00 |

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2008-1889236  
Receipt Number: 955545  
Recorded Date/Time: May 13, 2008 09:29A

**Record and Return To:**

OXFORD AND GONZALEZ  
P.O. DRAWER 630  
EDINBRUG TX 78540

User / Station: M Cantu - Cash Station 17



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, TX

December 7, 2021



28,269-A  
CAUSE NO. 28,269

1889236  
10:00 A

APR 21 2008

THE ESTATE OF ELVIRA DE LA GARZA, §  
Deceased §  
PLAINTIFF §  
VS. §  
SAMUEL I. REYES §  
DEFENDANT §

IN THE PROBATE COURT

OF

HIDALGO COUNTY, TEXAS

**DEFAULT JUDGMENT**

BE IT REMEMBERED that on this the 4<sup>th</sup> day of February 2008, came on for consideration the above-styled numbered and cause of action. Appearing as Joint Administrators of the Estate of Elvira De La Garza were Noe De La Garza with Counsel of Record the Honorable Ricardo Gonzalez and John F. Dominguez with Counsel of Record the Honorable Leo Pruneda. The Defendant, Samuel I. Reyes although duly noticed of the trial setting, failed to appear. The Court requested that the name of the Defendant be called at the courthouse door three times.

After hearing no response from Samuel I. Reyes, the court then proceeded to consider the testimony and argument of counsel finds, as follows:

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that one Quit Claim Deed dated October 6, 1999 and bearing document numbers 813905 filed in the "Official Records of Hidalgo County" is hereby set aside and declared null and void, ab initio. See attached Exhibit "A."

The Court took judicial notice of:

Lis Pendens filed and bearing document no. 1048646 in Hidalgo County Clerks Office;

A Lis Pendens filed and bearing document no. 124937 in Zapata County Clerks Office; and

A Lis Pendens filed and bearing document no. 220664 in Starr County Clerks Office.

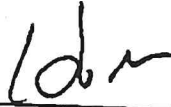
IT IS THE FURTHER ORDER OF THE COURT that Co-Applicants are hereby granted all relief sought in their applications on file; That a Default Judgment against Samuel I. Reyes is hereby granted in all things and respects.

DATE MAY 13 2008

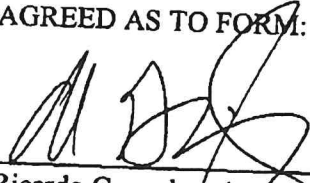
A true copy I certify  
ARTURO GUAJARDO, JR.  
County Clerk, Hidalgo County, Texas  
By [Signature] Deputy  
December 7, 2021

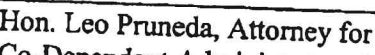
IT IS FURTHER ORDERED that any other relief not specifically granted herein is hereby  
DENIED.

SIGNED ON THIS THE 21<sup>st</sup> <sup>ami</sup> DAY OF FEBRUARY, 2008.

  
Honorable Homer Garza, Presiding  
Judge of Hidalgo County Probate  
Court, Hidalgo County, Texas

AGREED AS TO FORM:

  
Ricardo Gonzalez, Attorney for  
Noe De La Garza, Co-Dependant Administrator

  
Hon. Leo Pruneda, Attorney for  
Co-Dependant Administrator, John F. Dominguez

2

DATE MAY 13 2008

A true copy I certify  
ARTURO GUAJARDO, JR.  
County Clerk, Hidalgo County, Texas  
By  Deputy



QUITCLAIM DEED

813905

Date: October 06, 99

Grantor: **ELVIRA DE LA GARZA**

Grantor's Mailing Address (including county):

**ELVIRA DE LA GARZA**  
105 N. Texas Blvd.  
Weslaco, Texas 78596  
Hidalgo County

Grantee: **SAMUEL I. REYES**

Grantee's Mailing Address (including county):

**SAMUEL I. REYES**  
105 N. Texas Blvd.  
Weslaco, Texas 78596  
Hidalgo County, Texas

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration,  
the receipt and sufficiency of which is hereby acknowledged.

Property (including any improvements):

AS SET FORTH IN EXHIBIT "A," WHICH EXHIBIT IS ATTACHED HERETO  
AND INCORPORATED HEREIN BY REFERENCE FOR ALL PURPOSES AS  
THOUGH FULLY SET FORTH AT LENGTH

For the consideration Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the  
property, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns  
forever. Neither Grantor nor Grantor's heirs, executors, administrators, successors, or assigns shall have, claim,  
or demand any right or title to the property or any part of it.

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

Elvira de la Garza  
ELVIRA DE LA GARZA

ACKNOWLEDGMENT

STATE OF TEXAS

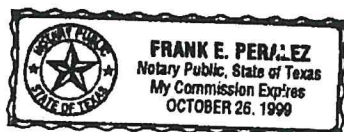
§

COUNTY OF HIDALGO

§

§

This instrument was acknowledged before me on October 6<sup>th</sup>, 1999, by ELVIRA DE LA  
GARZA.



Frank E. Perez  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

**SAMUEL I. REYES**

## EXHIBIT "A"

**PARCEL #1**

E 30' of Lots 3 & 4, Block 1, GONZALEZ, City of Weslaco, Hidalgo County, Texas.

**PARCEL #2**

Lots 1, 2, and W 90' of Lots 3 & 4, Block 1, GONZALEZ, City of Weslaco, Hidalgo County, Texas.

**PARCEL #3**

3.714 acres out of 26.00 acres, Abt. 843, Por. 60, B. FARIAS, Starr County, Texas.

**PARCEL #4**

1 acre out of 7 acres, Abt. 327, Po. 65, A. GARCIA, Starr County, Texas.

**PARCEL #5**

1.714 acres out of 12 acres, Abt. 283, Por. 61, M.B. PENA, Starr County, Texas.

**PARCEL #6**

4.408 acres out of 30.860 acres out of Share 16-A, Tract 2, Abstract 31, Porcion 19, Zapata County, Texas.

**PARCEL #7**

3.286 acres out of 22.860 acres out of Share 1, Tract 2, Abstract 28, Zapata County, Texas.

**PARCEL #8**

5.538 acres out of Lot 3, Block 67, La Donna Plat Subdivision, La Blanca and Llano Grande Grants, Hidalgo County, Texas.

**PARCEL #9**

2.00 acres out of Residue of Lot 3, Block 67, La Donna Plat Subdivision, La Blanca and Llano Grande Grants, Hidalgo County, Texas.

**PARCEL #10**

3.00 acres out of Residue of Lot 4, Block 67, La Donna Plat Subdivision, La Blanca and Llano Grande Grants, Hidalgo County, Texas.

Filed for Record in:  
Hidalgo County  
by Juan D. Salinas III  
County Clerk

On: Oct 12, 1999 at 09:47A

As a  
Recording

Document Number: 813905  
Total Fees: 11.00

Receipt Number - 243170  
By,  
MANNY CANTU



1048646

**NOTICE OF LIS PENDENS**

STATE OF TEXAS        § § §

COUNTY OF HIDALGO   § § §

Before me, the undersigned authority on this day personally appeared  
Noe de la Garza, who after being duly sworn deposes and states as follows:

"My name is Noe de la Garza, I am over twenty-one years of age, the  
facts and allegations made herein are of my own personal knowledge true  
correct, and I am competent to make this Affidavit.

"I have filed a lawsuit for and on behalf of the Estate of my Aunt, Elvira  
de la Garza, styled The Estate of Elvira de la Garza vs. Samuel I. Reyes bearing  
Cause No. 28269-A; in the Probate Court, County Court at Law No. 3, Hidalgo  
County, Texas.

"Attached hereto as Exhibit "A" and "B" respectively, is a list of all of the  
properties in which the estate is claiming an interest."

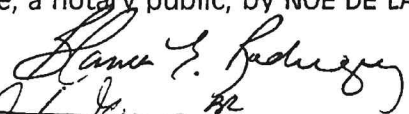
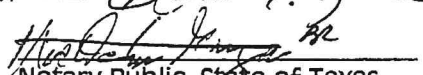
FURTHER AFFIANT SAYETH NOT.

  
NOE DE LA GARZA, AFFIANT

STATE OF TEXAS        § § §

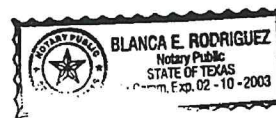
COUNTY OF HIDALGO   § § §

SWORN and SUBSCRIBED to before me, a notary public, by NOE DE LA  
GARZA, on this 2nd day of February, 2002.

  
  
Notary Public, State of Texas  
Notary's commission expires: 2-10-03

After recording please return to:

OXFORD, OXFORD & GONZALEZ  
116 South 12<sup>th</sup> Street  
Edinburg, Texas 78539



PARCEL NO. 1

3.714 acres out of 26.00 acres, Abt. 843, Por. 60, B. FARIAS, Starr County, Texas

PARCEL NO. 2

1 acre out of 7 acres, Abt. 327, Por. 65, A. GARCIA, Starr County, Texas.

PARCEL NO. 3

1.714 acres out of 12 acres, Abt. 283, Por. 61, M.B. PENA, Starr County, Texas.

PARCEL NO. 4

3.258 acres out of 22.860 acres out of Share 1, Tract 2, Abstract 28, Zapata County, Texas

PARCEL NO. 5

5.538 acres out of Lot 3, Block 67, La Doña Plat Subdivision, La Blanca and Llano Grande Grants, Hidalgo County, Texas.

PARCEL NO. 6

2.8 acres Abst. 31, Portion 19, M.J. Guerra, SH-16A Zapata County, Texas.

PARCEL NO. 7.

15.430 acres Abst. 31, Portion 19, M.J. Guerra, SH-6B, Tract -6A, Zapata County, Texas

PARCEL NO. 8.

A tract of land out of and forming a part of Lot 2, Block 58, Loui, Town & Improvement Company's Subdivision of lands in Hidalgo County, Texas as per map or plat thereof in Volume 4, Pages 462-463, Deed Records, Hidalgo County, Texas

PARCEL NO. 9.

R180508, GONZALEZ BLK 1, LOTS 1-2; T180509, GONZALEZ E30 - LOTS 3-4 BLK 1, R514274, GONZALEZ W90 - LOTS 3 & 4, BLK 1, known as 105 N. TEXAS BLVD, WESLACO, TEXAS 78596

PREPARED IN THE OFFICES OF:  
STEVEN P. REDGATE  
ATTORNEY AT LAW  
4100 S. NEW BRAUNFELS  
SAN ANTONIO, TEXAS 78223

210-534-7200



1-11-01  
County, Texas  
Rene Salinas Deputy



2  
**PARCEL #1**  
E 30' of Lots 3 & 4, Block 1, GONZALEZ, City of Weslaco, Hidalgo County, Texas.

**PARCEL #2**  
Lots 1, 2, and W 90' of Lots 3 & 4, Block 1, GONZALEZ, City of Weslaco, Hidalgo County, Texas.

**PARCEL #3**  
3.714 acres out of 26.00 acres, Abt. 843, Por. 60, B. FARIAS, Starr County, Texas.

**PARCEL #4**  
1 acre out of 7 acres, Abt. 327, Po. 65, A. GARCIA, Starr County, Texas.

**PARCEL #5**  
1.714 acres out of 12 acres, Abt. 283, Por. 61, M.B. PENA, Starr County, Texas.

**PARCEL #6**  
4.408 acres out of 30.860 acres out of Share 16-A, Tract 2, Abstract 31, Porcion 19, Zapata County, Texas.

**PARCEL #7**  
3.286 acres out of 22.860 acres out of Share 1, Tract 2, Abstract 28, Zapata County, Texas.

**PARCEL #8**  
5.538 acres out of Lot 3 Block 67, La Donna Plat Subdivision, La Blanca and Llano Grande Grants, Hidalgo County, Texas.

**PARCEL #9**  
2.00 acres out of Residue of Lot 3, Block 67, La Donna Plat Subdivision, La Blanca and Llano Grande Grants, Hidalgo County, Texas.

**PARCEL #10**  
3.00 acres out of Residue of Lot 4, Block 67 La Donna Plat Subdivision, La Blanca and Llano Grande Grants, Hidalgo County, Texas.

Filed for Record in:  
Hidalgo County  
by Juan D. Salinas III  
County Clerk

On: Oct 12. 1999 at 09:47A

Recording

Document Number:  
Total Fees

81390  
11.0

243170

Filed for Record in:  
Hidalgo County, TX  
by J. D. Salinas, III  
County Clerk

On: Feb 05, 2002 at 04:23P

As a Recording

Document Number: 1049646  
Total Fees: \$ 18.00

Receipt Number - 398555

By:  
Anna Smith, Deputy

RECORDER'S MEMORANDUM  
AT THE TIME OF RECORDATION, THIS  
INSTRUMENT WAS FOUND TO BE INADEQUATE  
FOR THE BEST PHOTOGRAPHIC REPRODUCTION  
BECAUSE OF ILLEGIBILITY, CARBON OR  
PHOTO COPY, DISCOLORED PAPER, ETC.



Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, Texas 78540

Document No: 2748145

Billable Pages: 2

Recorded On: September 20, 2016 03:50 PM

Number of Pages: 3

\*\*\*\*\*Examined and Charged as Follows\*\*\*\*\*

Total Recording: 40.00

\*\*\*\*\*THIS PAGE IS PART OF THE DOCUMENT\*\*\*\*\*

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document No: 2748145

Receipt No: 20160920000604

Recorded On: September 20, 2016 03:50 PM

Deputy Clerk: Joey Eufracio

Station: CH-1-CC-K14

**Record and Return To:**



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, Texas

December 7, 2021

**IN THE DISTRICT COURT**

**332ND JUDICIAL DISTRICT**

**HIDALGO COUNTY, TEXAS**

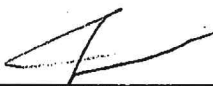
**THE STATE OF TEXAS** §  
**COUNTY OF HIDALGO** §

Notice is hereby given that, in the 332nd Judicial District Court, Hidalgo County, Texas, there is pending a certain action and suit, styled *Martha Nunez v. The Estate and Heirs of Elvira De La Garza, Deceased, Noe De La Garza, Samuel I. Reyes, Anabel Reyes, also known as Annabel Rangel Reyes and Mireya C. Garcia* and numbered C-3482-16-F, wherein Martha Nunez is the Plaintiff; that such suit involves a petition to remove cloud on title on real property owned by Martha Nunez, and involves the hereinafter described property, situated in Hidalgo County, Texas; that said Plaintiff is seeking affirmative relief in such suit. The real property affected is described as follows:

“Lots One (1) through Four (4), inclusive, Block One (1), GONZALEZ ADDITION, an addition to the City of Weslaco, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 7, Page 10-A, Map Records, Hidalgo County, Texas.”



WITNESS MY HAND this 20th day of September, 2016.

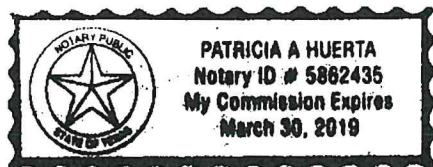
  
\_\_\_\_\_  
Jesus Ramirez  
SBN 16501950  
ATTORNEYS FOR PLAINTIFF  
MARTHA NUNEZ

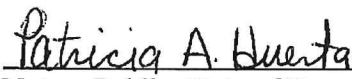
THE J. RAMIREZ LAW FIRM  
Attorneys at Law  
Ebony Park, Suite B  
700 N. Veterans Blvd.  
San Juan, Texas 78589  
(956) 502-5424  
(956) 502-5007

(Acknowledgment)

STATE OF TEXAS                   §  
COUNTY OF HIDALGO         §

This instrument was acknowledged before me on the 20th day of September, 2016, by  
JESUS RAMIREZ.



  
\_\_\_\_\_  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

THE J. RAMIREZ LAW FIRM  
Attorneys at Law  
Ebony Park, Suite B  
700 N. Veterans Blvd.  
San Juan, Texas 78589

**PREPARED IN THE LAW OFFICE OF:**

THE J. RAMIREZ LAW FIRM  
Attorneys at Law  
Ebony Park, Suite B  
700 N. Veterans Blvd.  
San Juan, Texas 78589

File No. 16-089R

HIDALGO COUNTY, TEXAS

HIDALGO COUNTY, TEXAS

Signed and entered this the 4/22/2019 day of \_\_\_\_\_, 2019.

  
Judge Presiding



The clerk will notify all parties of record:

cc: Jesus Ramirez, THE J. RAMIREZ LAW FIRM, Ebony Park, Suite B, 700 N. Veterans Blvd.,  
San Juan, Texas 78589, Fax No. (956) 502-5007; Email: ramirezbook@gmail.com

Ricardo Gonzalez, OXFORD & GONZALEZ, 124 South 12th Street, P.O. Box 630, Edinburg, Texas  
78540, Email: ric@oxfordandgonzalez.com

CITATION/PUBLICATION-CIVIL  
ONCE EACH FOR FOUR (4) CONSECUTIVE WEEKS

**THE STATE OF TEXAS**

**NOTICE TO DEFENDANT:** "You have been sued. You may employ an attorney. If you or your attorney do (does) not file a written answer with the clerk who issued to this citation by 10:00 A.M. on the Monday next after the expiration of forty-two (42) days after the date of issuance of this citation and Petition, a default Judgment may be taken against you."

**TO: UNKNOWN HEIRS OF ELVIRA DE LA GARZA (DECEASED)**  
**GREETINGS:**

You are hereby commanded to appear by filing a written answer to the Plaintiff's Original Petition at or before 10:00 o'clock A.M. of the Monday next after the expiration of forty-two (42) days after the date of issuance of this citation the same being this the 27th day of July, 2017 before the Honorable Mario E. Ramirez, Jr., 332nd District Court of Hidalgo County, Texas at the Courthouse of said county in Edinburg, Texas. Said **PLAINTIFF'S ORIGINAL PETITION TO REMOVE CLOUD ON TITLE ATTACHED WITH EXHIBITS A -G** filed in said court on the 27th day of July, 2016 in this case numbered **C-3482-16-F** on the docket of said court and styled MARTHA NUNEZ,  
VS.

THE ESTATE AND HEIRS OF ELVIRA DE LA GARZA, DECEASED, NOE DE LA GARZA, SAMUEL I. REYES, ANABEL REYES, ALSO KNOWN AS ANNABEL RANGEL REYES AND MIREYA C. GARCIA.

Said petition was filed in said court by Attorney JESUS RAMIREZ; 700 North Veterans Blvd, Suite B

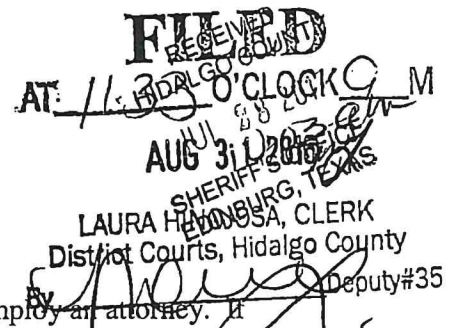
A brief nature of the suit is as follows: **PLAINTIFF(S) PRAY FOR DAMAGES IN AN AMOUNT TO BE PROVEN AT TRIAL, INCLUDING BUT NOT LIMITED TO ACTUAL DAMAGES, DIRECT AND CONSEQUENTIAL DAMAGES, and ATTORNEY FEES AND TAXABLE COURT COSTS AND REMOVAL OF CLOUD ON TITLE**

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

**ISSUED AND GIVEN UNDER MY HAND AND SEAL** of said court at Edinburg, Texas on the on this the 28th day of July, 2017.

**LAURA HINOJOSA, DISTRICT CLERK**  
**100 N. CLOSNER, EDINBURG, TEXAS**  
**HIDALGO COUNTY, TEXAS**

*Noemi Lamas*  
**NOEMI LAMAS, DEPUTY CLERK**





**C-3482-16-F**  
**OFFICER'S RETURN**

Came to hand on the 28 day of July, 2017, at 10:03 o'clock  
A.m. and I executed the within citation by publishing the same for four (4) consecutive  
weeks/times in the MONITOR, a newspaper published in the  
County of Hidalgo, in the State of Texas, once in each week for four (4) consecutive  
weeks. Said publication was made respectively on the 8-7-17, 8-14-17,  
8-21-17, 8-28-17, first publication being at least twenty-eight (28) days  
before the return day hereof and a printed thereof is returned herewith.

FEES:

Service of Citation.....\$ \_\_\_\_\_  
For Printer.....\$ \_\_\_\_\_  
TOTAL FEES.....\$ \_\_\_\_\_

**J. E. "EDDIE" GUERRA, SHERIFF**  
**HIDALGO COUNTY, TEXAS**

BY: [Signature] 1089  
DEPUTY

**COMPLETE IF YOU ARE PERSON OTHER THAN A SHERIFF,  
CONSTABLE OR CLERK OF THE COURT**

In accordance to Rule 107, the officer or authorized person who serves or attempts to  
serve a citation must sign the return. If the return is signed by a person other than a  
sheriff, constable or the clerk of the court, the return must either be verified or be signed  
under the penalty of perjury. A return signed under penalty of perjury must contain the  
statement below in substantially the following form:

"My name is \_\_\_\_\_, my date of birth is \_\_\_\_\_  
\_\_\_\_\_ and the address is \_\_\_\_\_, and I  
declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of Texas, on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
Declarant"

\_\_\_\_\_  
If Certified by the Supreme Court of Texas  
Date of Expiration / SCH Number

Atty. Jesus  
Ramirez

(956) 502-5424

McAllen  
Monitor

c/o Sheriff's Office

# THE MONITOR

## PUBLISHER'S AFFIDAVIT

State of Texas  
County of Hidalgo

Annais Vallejo being duly  
Sworn on his/her oath states that he/she is  
a Sales Representative of THE MONITOR  
and that the attached notice appeared in the  
following issues:

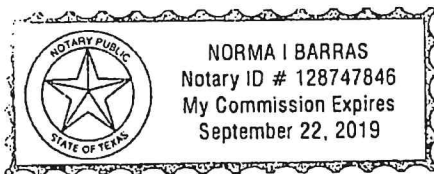
August 7,14,21 & 28, 2017

*Annais Vallejo*

Subscribed and sworn to before me this  
the 29<sup>th</sup> of August A.D. 2017.

*Norma I. Barras*

Notary Public, Hidalgo County



### CITATION BY PUBLICATION THE STATE OF TEXAS

**NOTICE TO DEFENDANT:** "You have been sued. You may employ an attorney. If you or your attorney do (does) not file a written answer with the clerk who issued this citation by 10:00 am on the Monday next following the expiration of forty-two (42) days after the date of issuance of this citation and Petition, a default judgment may be taken against you."

**To: UNKNOWN HEIRS OF ELVIRA DE LA GARZA (DECEASED)**  
**GREETINGS:**

You are hereby commanded to appear by filing a written answer to the Plaintiff's Original Petition at or before 10:00 o'clock A.M. of the Monday next after the expiration of forty-two (42) days after the date of issuance of this citation the same being this the 27th day of July, 2017 before the Honorable Mario E. Ramirez, Jr., 332nd District Court of Hidalgo County, Texas at the Courthouse of said county in Edinburg, Texas. Said **PLAINTIFF'S ORIGINAL PETITION TO REMOVE CLOUD ON TITLE ATTACHED WITH EXHIBITS A-G** filed in said court on the 27th day of July, 2016 in this case numbered **C-3482-16-F** on the docket of said court and styled **MARTHA NUNEZ vs. THE ESTATE AND HEIRS OF ELVIRA DE LA GARZA, DECEASED, -NOE DE LA GARZA, SAMUEL I. REYES, ANABEL REYES, ALSO KNOWN AS ANNABEL RANGEL REYES AND MIREYA C. GARCIA.**

Said petition was filed in said court by JESUS RAMIREZ, 700 North Veterans, Blvd. Suite B. A brief nature of the suit is as follows: **PLAINTIFF(S) PRAY FOR DAMAGES IN AN AMOUNT TO BE PROVEN AT TRIAL, INCLUDING BUT NOT LIMITED TO ACTUAL DAMAGES, DIRECT AND CONSEQUENTIAL DAMAGES and ATTORNEY FEES AND TAXABLE COURT COSTS AND REMOVAL OF CLOUD TITLE.**

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

**ISSUED AND GIVEN UNDER MY HAND AND SEAL** of said court at Edinburg, Texas on this the 28th day of July, 2017.

**LAURA HINOJOSA, DISTRICT CLERK**  
**100 N. CLOSNER, EDINBURG TX**  
**HIDALGO COUNTY, TEXAS**  
**NOEMI LAMAS, DEPUTY CLERK**

A True Copy I Certify  
J.E. "Eddie" Guerra  
Sheriff, Hidalgo County  
By: Rene Tijerina #1089



December 7, 2021

**CL-20-0554-A**

advances in accordance with the customer agreement ("Agreement") governing use of the Account with Plaintiff.

8. Defendant breached the Agreement by failing to make periodic payments as required thereby and the Account was subsequently charged-off. The entire balance on the Account is owed to Plaintiff and is presently due and payable in full.

9. The current Account balance is \$4,683.81 , which includes any applicable payments and credits. The Account is not accruing post charge-off interest.

**FIRST CAUSE OF ACTION - ACCOUNT STATED**

10. Plaintiff incorporates herein by reference, the allegations contained in paragraphs 1-9 above.

11. A party is entitled to relief under the common law cause of action for account stated when (1) transactions between the parties give rise to indebtedness of one to the other; (2) an agreement, express or implied, between the parties fixes an amount due; and (3) the one to be charged makes a promise, express or implied, to pay the indebtedness. An implied agreement can arise from the acts and conduct of the parties.

12. Defendant's use of the Account for the acquisition of goods, services, balance transfers or cash advances in accordance with the customer agreement, represented a periodic account, for which the Plaintiff generated regular monthly statements. Defendant is liable to Plaintiff for the Account balance.

**CONDITIONS PRECEDENT**

13. Through its undersigned attorney, Plaintiff has demanded payment from Defendant, but Defendant has not satisfied such demand. Plaintiff has performed all conditions precedent to the filing of this action, or all such conditions precedent have occurred.



**CL-20-0554-A**

**REQUEST FOR DISCLOSURES**

Pursuant to Rule 194 of the Texas Rules of Civil Procedure, you are requested to disclose, within fifty (50) days of service of this request, the information or material described in Rule 194.2

(a)-(i) as follows:

- (a) the correct names of the parties to the lawsuits;
- (b) the name, address, and telephone number of any potential parties;
- (c) the legal theories and, in general, the factual bases of the responding party's claims or defenses (the responding party need not marshal all evidence that may be offered at trial);
- (d) the amount and any method of calculating economic damages;
- (e) the name, address, and telephone number of persons having knowledge of relevant facts, and a brief statement of each identified person's connection with the case;
- (f) for any testifying expert;
  - i. the expert's name, address, and telephone number;
  - ii. the subject matter on which the expert will testify;
  - iii. the general substance of the expert's mental impressions and opinions and a brief summary of the basis for them, or if the expert is not retained by, employed by, or otherwise subject to the control of the responding party, documents reflecting such information;
  - iv. if the expert is retained by, employed by, or otherwise subject to the control of the responding party;

**CL-20-0554-A**

- A all documents, tangible things, reports, models, or data compilations that have been provided to, reviewed by, or prepared by or for the expert in anticipation of the expert's testimony; and
- B the expert's current resume and bibliography;
- (g) any indemnity and insuring agreements described in Rule 192.3(f);
- (h) any settlement agreements described in Rule 192.3(g);
- (i) any witness statements described in Rule 192.3(h);

Pursuant to Rule 194.4, copies of documents and other tangible items ordinarily must be served with the response. If the responsive documents are voluminous, your response must state a reasonable time and place for the production of documents, and you must produce the documents at the time and place stated, unless otherwise agreed by the parties or ordered by the court, and must provide the requesting party a reasonable opportunity to inspect them. Pursuant to Rule 194.5, no objection is permitted to any request under Rule 194.2.

**REQUEST FOR ADMISSIONS**

Pursuant to Rule 198 of the Texas Rules of Civil Procedure, Defendant is requested to admit the truth of each of the matters listed below. Responses to these Requests for Admissions are due fifty (50) days after service of this request. Defendant is requested to admit that:

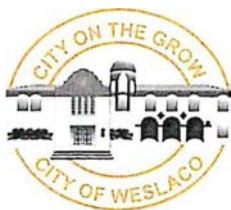
1. Defendant applied for the Account as referenced in Plaintiff's Original Petition.
2. Based upon Defendant's request, the Account made a basis for Plaintiff's Original Petition was opened.
3. Defendant understood from the time the Account made a basis of Plaintiff's Original Petition was opened that use of the credit account results in a loan being made to



**CL-20-0554-A**

Defendant for the amount charged or cash advance requested, and that Defendant is required and obligated to repay all charges or cash advances incurred on the Account.

4. Defendant made the purchases and took cash advances using the credit account made a basis of Plaintiff's Original Petition.
5. Plaintiff is the present owner and holder of said Account, and is the party entitled to sue on said Account.
6. That the Account referenced in Plaintiff's Original Petition in this cause is just and true.
7. The balance referenced in Plaintiff's Original Petition in this cause is the balance due Plaintiff after all just and lawful offsets, payments and credits have been allowed.
8. Defendant received monthly statements showing the amount of charges or cash advances incurred for that monthly period, along with any payments or credits to the Account, specifying the monthly installment being due and owing, and advising of Defendant's right to dispute any error contained in the monthly statement.
9. Plaintiff has requested Defendant to pay Plaintiff for said Account, and Defendant has failed to pay Plaintiff for said Account.
10. Plaintiff made written demand upon Defendant for payment of said Account more than 30 days prior to filing this lawsuit.
11. Defendant's last payment on the Account was less than 4 years from the date this petition was filed.
12. Defendant has breached the Agreement made a basis of Plaintiff's Original Petition, and Defendant owes Plaintiff the amount of \$4,683.81 on said Account.



## Board of Adjustments & Appeals- Zoning Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                  |                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| <b>Date of Meeting:</b><br>December 7, 2021                                                                                                                                                                                                                                                                                                                      | <b>Agenda Item No.</b> (to be assigned by<br>PCE): IV. I |
| <b>From:</b><br>Rolando Maldonado, Code Enforcement Officer, on behalf of City of Weslaco                                                                                                                                                                                                                                                                        |                                                          |
| <b>Subject/Agenda Item:</b><br>To discuss the following unoccupied building on premises to determine if they have become dilapidated, substandard, unfit for human habitation and hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Ordinance Chapter 26 Article VIII Unsanitary & Dangerous Buildings, Sec. 26-225 |                                                          |
| <b>Discussion/Overview:</b><br>The Code Enforcement is requesting for the structure either be repaired to current building codes or demolished<br><br>Legal Description: 608 S. Illinois St., being Weslaco Original Townsite BLK 48, LOT 6 & the North 1/2 City of Weslaco, Hidalgo County, Texas.<br><br>Recorded Owner: Klito Danielle Castro                 |                                                          |
| <b>Staff recommendation for Commission's Action:</b><br>Staff recommends compliance with the ordinance.                                                                                                                                                                                                                                                          |                                                          |
| <b>Attachments, (if any):</b><br>Supporting Documents.                                                                                                                                                                                                                                                                                                           |                                                          |
| <b>Responsibilities upon Commission's Action:</b><br>Staff will advise owner.                                                                                                                                                                                                                                                                                    |                                                          |



STATE OF TEXAS  
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, Building Inspector in and for the City of Weslaco, Hidalgo County, Texas, on this day personally appeared Mr. Rolando Maldonado after being by me; duly sworn upon his oath deposes and says:

My name is Mr. Rolando Maldonado and I am 58 years old and my date of birth is July 2, 1963. I work at the City of Weslaco Code Enforcement Department in Weslaco, Texas and I can be reached at phone number ( 956 ) 684-7184.

I want to say that I gave the following statement to Kayla Arevalo of the Planning & Code Enforcement Department on December 1, 2021.

On November 18, 2021, I posted notice of Public Hearings for the Board of Adjustments and Appeals of Building and the City Commission at 608 S. Illinois St. Weslaco, Texas.

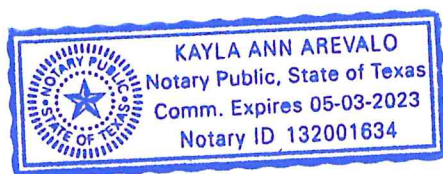
The above statement is true and correct to the best of my knowledge and recollection and I give it of my own free will.

Rolando Maldonado

AFFIANT

NOTARY

SWORN AND SUBSCRIBED before me, this 15<sup>th</sup> day of Dec. 2021 and that the above facts are true and correct to the best of her knowledge.



Kayla Arevalo

(Notary's Official Signature)

5/3/23

(Commission Expires)

Under the Authority of the Texas Government Code, chapter 602.002, a notary public engaged in the performance of the notary's duty.

STATE OF TEXAS  
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, Building Inspector in and for the City of Weslaco, Hidalgo County, Texas, on this day personally appeared Mr. Rolando Maldonado after being by me; duly sworn upon his oath deposes and says:

My name is Mr. Rolando Maldonado and I am 57 years old and my date of birth is July 2, 1963. I work at the City of Weslaco Code Enforcement Department in Weslaco, Texas and I can be reached at phone number ( 956 ) 684-7184.

I want to say that I gave the following statement to Rebekah de la Fuente of the Planning & Code Enforcement Department on March 1, 2021.

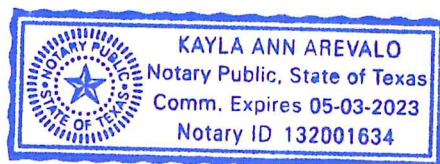
On December 15, 2020, I posted the Final Decision of the City Commission, to condemn Building at 117 Zamora St. Weslaco, Texas.

The above statement is true and correct to the best of my knowledge and recollection and I give it of my own free will.

*Rolando Maldonado*  
AFFIANT

NOTARY

SWORN AND SUBSCRIBED before me, this 15<sup>th</sup> day of Dec 2021 and that the above facts are true and correct to the best of her knowledge.



*Kayla Arevalo*  
(Notary's Official Signature)

5/03/23  
(Commission Expires)

Under the Authority of the Texas Government Code, chapter 602.002, a notary public engaged in the performance of the notary's duty.



U.S. Postal Service  
Board of Adjustments & Appeals to the Building Codes  
Regular meeting  
CERTIFIED MAIL RECEIPT  
Domestic Mail Only

Page357

For delivery information, visit our website at [www.usps.com](http://www.usps.com).

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

|                                                              |    |
|--------------------------------------------------------------|----|
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$ |
| <input type="checkbox"/> Return Receipt (electronic)         | \$ |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$ |
| <input type="checkbox"/> Adult Signature Required            | \$ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |

Postmark  
Here

Postage

\$ Total Postage and  
\$ Sent To  
Street and Apt. No.  
City, State, ZIP+4®

Klito Danielle Castro  
623 S. Missouri St.  
Weslaco, Texas 78596



St, Weslaco, Texas

David Suarez, Mayor  
Leo Muñoz, Mayor Pro-Tem, District 1  
Greg Kerr, Commissioner, District 2  
Jose "J.P." Rodriguez, Commissioner, District 3  
Adrian Farias, Commissioner, District 4  
Letty Lopez, Commissioner, District 5  
Josh Pedraza, Commissioner, District 6

Andrew Munoz, Interim City Manager

11-08-2021

**OF PUBLIC HEARING**

Dear Klito Danielle Castro

Please be advised that the Code Enforcement Department for the City of Weslaco has determined that you are the legal owner(s) of the property and the building(s) located at 608 S. Illinois St, legally described as being; **Weslaco Original Townsite, a Subdivision to the City of Weslaco, Hidalgo County, Texas, together with all improvements** and it finds that the building(s) does not meet the minimum standards for continued use and occupancy. The structure has been inspected and found to be dilapidated, substandard, unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco, placing it in violation of Weslaco, Texas Code of Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec. 26-225.

On November 24, 2021, at 5:30 pm, has been set as the date for a public hearing by the Board of Adjustments at the Legislative Chambers located at 255 S. Kansas, Weslaco, Texas, at 5:00 p.m. In this hearing the Code Enforcement Inspector shall present evidence as to why the building does not meet the minimum standards for continued use and occupancy. On this date, you as the owner(s) of the above-mentioned property and building shall have an equal opportunity to present evidence in your defense. Members of the general public will also be given an opportunity to voice their opinion regarding the premise or building, the subject of this public hearing.

On December 7, 2021, at 5:30 pm, the City Commission, depending on the evidence presented, may find that the building or premise is a public nuisance and may direct that the building or premise be either repaired or removed. **At no time will repairs or removal of the building or premise be required less than fifteen (15) days from the public hearing day or exceed more than sixty (60) days from the public hearing date.**

If the City Commission votes to remove or repair the building on your property and you do not comply within the time restraints set forth by the Commission, the City of Weslaco may cause the demolition of the building on your property and all the costs and expenses incurred, including administrative costs will be charged to you against the property. A lien will be placed on property in the amount of all expenses and charges incurred.

If you have any questions or comments regarding this notice, please call me at (956) 447-3401 Ext. # 3120.

Sincerely,

Code Enforcement Inspector

CC: C/E files

U.S. Postal Service<sup>TM</sup>  
Board of Adjustments & Appeals to the Building Codes  
Regular Meeting  
CERTIFIED MAIL<sup>®</sup> RECEIPT  
Domestic Mail Only

Page358

For delivery information, visit our website at [www.usps.com](http://www.usps.com).

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

Postmark  
Here

Postage

\$

Total Postage \$ Jaime Alejandro

\$ 610 S. Illinois St.

Sent To Weslaco, Texas 78596

Street and Apt.

City, State, ZIP

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



it, Weslaco, Texas

**PUBLIC HEARING**

David Suarez, Mayor  
Leo Muñoz, Mayor Pro-Tem, District 1  
Greg Kerr, Commissioner, District 2  
Jose "J.P." Rodriguez, Commissioner, District 3  
Adrian Farias, Commissioner, District 4  
Letty Lopez, Commissioner, District 5  
Josh Pedraza, Commissioner, District 6

Andrew Munoz, Interim City Manager

11/18/2021

Dear Mr. Jaime Alejandro

Please be advised that the Code Enforcement Department for the City of Weslaco has determined that you are the legal owner(s) of the property and the building(s) located at ,608 S. Illinois St. legally described as being; **Weslaco Original Townsite, a Subdivision to the City of Weslaco, Hidalgo County, Texas, together with all improvements** and it finds that the building(s) does not meet the minimum standards for continued use and occupancy. The structure has been inspected and found to be dilapidated, substandard, unfit for human habitation and it is a hazard to the health, safety and welfare of the citizens of the City of Weslaco, placing it in violation of Weslaco, Texas Code of Ordinance Chapter 26 Article VIII. Unsanitary & Dangerous Buildings, Sec. 26-225.

**On December 7, 2021, at 5:30 pm**, has been set as the date for a public hearing by the Board of Adjustments and Appeals of Buildings at the Legislative Chambers located at 255 S. Kansas, Weslaco, Texas. In this hearing the Code Enforcement Inspector shall present evidence as to why the building does not meet the minimum standards for continued use and occupancy. On this date, you as the owner(s) of the above-mentioned property and building shall have an equal opportunity to present evidence in your defense. Members of the general public will also be given an opportunity to voice their opinion regarding the premise or building, the subject of this public hearing.

**On December 14, 2021, at 5:30 pm**, the City Commission, depending on the evidence presented, may find that the building or premise is a public nuisance and may direct that the building or premise be either repaired or removed. **At no time will repairs or removal of the building or premise be required less than fifteen (15) days from the public hearing day or exceed more than sixty (60) days from the public hearing date.**

If the City Commission votes to remove or repair the building on your property and you do not comply within the time restraints set forth by the Commission, the City of Weslaco may cause the demolition of the building on your property and all the costs and expenses incurred, including administrative costs will be charged to you against the property. A lien will be placed on property in the amount of all expenses and charges incurred.

If you have any questions or comments regarding this notice, please call me at (956) 447-3401 Ext. # 3120.

Sincerely,  
*Edith M. Delacruz*  
Code Enforcement Inspector

CC: C/E files





Attachment 13.jpg

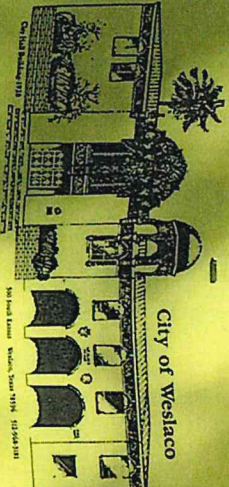
pos 3. 27/1/2021







608 S. Illinois



City of Weslaco  
DEPARTMENT OF HEALTH

**NOTICE**

THIS BUILDING IS UNFIT AND OR UNSAFE AND  
IT'S USE OR OCCUPANCY HAS BEEN PROHIBITED  
BY THE HEALTH AUTHORITY

Date 11-8-21 '19

Address 608 S. Illinois St.

Lot No. 5-16 Block No. 48

Subdivision Weslaco Original Tract 21st

Issued By Health Department  
**City of Weslaco**  
968-3181

**NOTE: REMOVAL-PROHIBITED  
BY CITY ORDINANCE**

**City of Weslaco  
Public Hearing Notice**

The Board of Adjustment and Appeals for Enforcement and Housing Codes will hold a public hearing on Wednesday, November 24, 2021, at 5:30 p.m. and the City Commission will also hold a public hearing on Thursday, December 7, 2021, at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to discuss the following unoccupied buildings or premises to determine if they have become dilapidated, substandard, and unfit for human habitation and a hazard to the health, safety, and welfare of the citizens of the City of Weslaco as per Ordinance No. 86-24:

Si desea informacion en español, llame al departamento de Aplicacion de Códigos de la Ciudad de Weslaco, (956) 973-3123.

608 S. Illinois St. Weslaco Original Tract 21st, lots all of 5 and 1/2 of 6 City of Weslaco, Hidalgo County, Texas. Recorded Owner: Randall J. Taylor ET AL.

The property owners or members of the public are invited to attend and may present evidence supporting or opposing staff's recommendation that these structures be either repaired, safe or removed. For additional information, contact the Code Enforcement Department at (956) 973-3123.

/s/ Rolando Maldonado  
Planning/Code Enforcement





008 2' 11" 11" 11"





608 S. 2nd Ave





608 S. Elm





108 S. Ellison's



## HOUSING INSPECTION CHECKLIST

| GENERAL INFORMATION                                        |                        |                               |                                                                                                                                                                                           |                    |
|------------------------------------------------------------|------------------------|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| ADDRESS OF INSPECTED UNIT<br><i>608</i>                    |                        |                               | HOUSING TYPE<br><br><input checked="" type="checkbox"/> Single Family<br><input type="checkbox"/> Duplex Dwelling<br><input type="checkbox"/> Apartment<br><input type="checkbox"/> Other |                    |
| STREET                                                     | CITY<br><i>Weslaco</i> |                               |                                                                                                                                                                                           |                    |
| COUNTY<br><i>Hidalgo</i>                                   | STATE<br><i>TX</i>     | ZIP<br><i>78596</i>           |                                                                                                                                                                                           |                    |
| NAME OF OWNER OR AGENCY AUTHORIZED TO LEASE UNIT INSPECTED |                        |                               | PHONE NO.                                                                                                                                                                                 |                    |
| ITEM NO. 1. LIVING ROOM                                    |                        | COMMENT                       |                                                                                                                                                                                           | INITIAL ASSESSMENT |
| 1.1 ELECTRICITY                                            |                        | <i>ceiling collapsed</i>      |                                                                                                                                                                                           | <i>7</i>           |
| 1.2 WINDOW CONDITION                                       |                        | <i>wood frame window</i>      |                                                                                                                                                                                           | <i>7</i>           |
| 1.3 CEILING CONDITION                                      |                        | <i>ceiling eilayed</i>        |                                                                                                                                                                                           | <i>7</i>           |
| 1.4 WALL CONDITION                                         |                        |                               |                                                                                                                                                                                           | <i>7</i>           |
| 1.5 FLOOR CONDITION                                        |                        |                               |                                                                                                                                                                                           | <i>7</i>           |
| ITEM NO. 2. KITCHEN                                        |                        | COMMENT                       |                                                                                                                                                                                           | INITIAL ASSESSMENT |
| 2.1 ELECTRICITY                                            |                        |                               |                                                                                                                                                                                           | <i>7</i>           |
| 2.2 WINDOW CONDITION                                       |                        |                               |                                                                                                                                                                                           | <i>7</i>           |
| 2.3 CEILING CONDITION                                      |                        | <i>holes in roof</i>          |                                                                                                                                                                                           | <i>7</i>           |
| 2.4 WALL CONDITION                                         |                        |                               |                                                                                                                                                                                           | <i>7</i>           |
| 2.5 FLOOR CONDITION                                        |                        |                               |                                                                                                                                                                                           | <i>7</i>           |
| ITEM NO. 3. BATHROOM                                       |                        | COMMENT                       |                                                                                                                                                                                           | INITIAL ASSESSMENT |
| 3.1 ELECTRICITY                                            |                        |                               |                                                                                                                                                                                           | <i>7</i>           |
| 3.2 WINDOW CONDITION                                       |                        | <i>wood frame window</i>      |                                                                                                                                                                                           | <i>7</i>           |
| 3.3 CEILING CONDITION                                      |                        |                               |                                                                                                                                                                                           | <i>7</i>           |
| 3.4 WALL CONDITION                                         |                        | <i>Wallpaper out of place</i> |                                                                                                                                                                                           | <i>7</i>           |
| 3.5 FLOOR CONDITION                                        |                        |                               |                                                                                                                                                                                           | <i>7</i>           |
| 3.6 FLUSH TOILET IN ENCLOSED ROOM IN UNIT                  |                        |                               |                                                                                                                                                                                           | <i>7</i>           |
| 3.7 FIXED WASH BASIN IN LAVATORY IN UNIT                   |                        |                               |                                                                                                                                                                                           | <i>7</i>           |
| 3.8 TUB OR SHOWER IN UNIT                                  |                        |                               |                                                                                                                                                                                           | <i>7</i>           |
| 3.9 VENTILIATION                                           |                        |                               |                                                                                                                                                                                           | <i>7</i>           |



| ITEM NO. 4. OTHER ROOMS USED<br>FOR LIVING & HALLS | COMMENT       | INITIAL<br>ASSESSMENT |
|----------------------------------------------------|---------------|-----------------------|
| 4.1 ELECTRICITY/ILLUMINATION                       |               |                       |
| 4.2 WINDOW CONDITION                               |               |                       |
| 4.3 CEILING CONDITION                              |               |                       |
| 4.4 WALL CONDITION                                 |               |                       |
| 4.5 FLOOR CONDITION                                |               |                       |
| ITEM NO. 5. ROOM CODE* AND<br>ROOM LOCATION        | COMMENT       | INITIAL<br>ASSESSMENT |
| 5.1 ELECTRICITY/ILLUMINATION                       |               |                       |
| 5.2 WINDOW CONDITION                               |               |                       |
| 5.3 CEILING CONDITION                              |               |                       |
| 5.4 WALL CONDITION                                 |               |                       |
| 5.5 FLOOR CONDITION                                |               |                       |
| ITEM NO. 6. BUILDING EXTERIOR                      | COMMENT       | INITIAL<br>ASSESSMENT |
| 6.1 CONDITION OF FOUNDATION                        |               | 7                     |
| 6.2 CONDITION OF STAIRS, RAILS<br>AND PORCHES      |               | 7                     |
| 6.3 CONDITION OF ROOF AND<br>GUTTERS               | Holes in roof | 7                     |
| 6.4 CONDITION OF EXTERIOR<br>SURFACES              |               | 7                     |
| 6.5 LEAD PAINT: EXT. SURFACES                      |               | 7                     |
| ITEM NO. 7. HEATING & PLUMBING                     | COMMENT       | INITIAL<br>ASSESSMENT |
| 7.1 ADEQUACY OF HEATING EQUIP                      |               | 7                     |
| 7.2 SAFETY OF HEATING EQUIP.                       |               | 7                     |
| 7.3 VENTILATION/COOLING                            |               | 7                     |
| 7.4 WATER HEATER                                   |               | 7                     |
| 7.5 APPROVABLE WATER SUPPLY                        |               | 7                     |
| 7.6 PLUMBING                                       |               | 7                     |
| 7.7 SEWER CONNECTION                               |               | 2                     |

**INSPECTION SUMMARY (OPTIONAL)**

| ITEM NO. | REASON FOR COMMENTS |
|----------|---------------------|
|----------|---------------------|

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | Structure was found to be in a condition of neglect by owners. As the housing report indicates several areas are considered to be in severe dilapidation. Homeowners would have to provide a plan of remodeling to bring structure into compliance. All elements of electrical and plumbing are in decay and disrepair. It is in this inspectors opinion that the structure is in such dilapidated state that plan for reconstruction or remodeling would have to be developed to bring this structure into compliance. |
|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

RECOMMENDATION: REPAIR \_\_\_\_\_ DEMOLISH \_\_\_\_\_ VACATE \_\_\_\_\_

**\*INTERPRETATION OF NUMERIC SCALE**

- 1 = Newly constructed
- 2 = Good condition requiring no repairs
- 3 = Standard condition requiring minor maintenance repair from normal seasonal wear
- 4 = Substandard condition requiring major maintenance repair from an accumulation of seasonal wear, and abnormal wear from abusive treatment and neglect
- 5 = Deteriorating condition requiring major structural repair resulting from a period of substandard conditions; considered a health hazard
- 6 = Dilapidated condition requiring more than 50% structural replacement
- 7 = Severe dilapidated condition that would require immediate attention

INSPECTED BY \_\_\_\_\_

DATE \_\_\_\_\_



**WESLACO FIRE MARSHAL'S OFFICE**  
**119 E. 5<sup>th</sup> Street**  
**WESLACO, TEXAS 78596**  
**(956) 447-3415**

**DILAPIDATED STRUCTURE INSPECTION REPORT**

DATE: 08-06-2020 INSPECTION \_\_\_\_\_ REINSPECTION \_\_\_\_\_  
FACILITY NAME: Abandoned Residence  
PHYSICAL & MAILING ADDRESS: 608 S. Illinois Ave, Weslaco, TX 78596  
PHONE #: \_\_\_\_\_ OWNER/MANAGER: \_\_\_\_\_

TYPE OF INSPECTION: Complaint OCCUPANCY CLASS: Residence

|   |    |                              |
|---|----|------------------------------|
| X | 1  | Deteriorated interior walls  |
| X | 2  | Deteriorated roof            |
| X | 3  | Vegetation overgrowth        |
| X | 4  | Unsecured doors              |
| X | 5  | Unsecured windows            |
| X | 6  | Debris inside                |
| X | 7  | Debris outside               |
|   | 8  | Exposed electrical wiring    |
| X | 9  | Broken or missing windows    |
| X | 10 | Broken or missing door       |
|   | 11 | Signs or feces               |
| X | 12 | Signs of transients/vagrants |

|   |    |                                         |
|---|----|-----------------------------------------|
|   | 13 | Sheetrock walls exposed                 |
|   | 14 | Sheetrock ceiling exposed               |
| X | 15 | Signs of roof leaking                   |
|   | 16 | Broken and/or uneven floors             |
|   | 17 | Animals (dogs, cats, mice, etc.) inside |
|   | 18 | Severe fire damage                      |
| X | 19 | Roof collapsed and/or exposed           |
|   | 20 | Graffiti                                |
| X | 21 | Broken/cracked exterior walls           |
|   | 22 | Other: Roof and floors collapsed        |
|   | 23 | Other:                                  |
|   | 24 | Other:                                  |

**NOTE: THESE CONDITIONS CONSTITUTE A FIRE HAZARD.**

\_\_\_\_\_COMPLIES WITHIN CODE TODAY \_\_\_\_\_X\_\_\_\_\_ DOES NOT COMPLY AT THIS TIME \_\_\_\_\_ WILL REINSPECT BY: \_\_\_\_\_

\_\_\_\_\_  
OWNER/OCCUPANT

Celestino Mejia III  
FIRE MARSHAL/FIRE INSPECTOR

SUCH CONDITIONS ARE VIOLATIONS OF EITHER CITY OR STATE FIRE PREVENTION REGULATIONS. PLEASE CORRECT HAZARD(S) AND HELP PREVENT FIRES. NON-COMPLIANCE IS SUBJECT TO PENALTIES UNDER CITY & STATE REGULATIONS.

# LAND INVESTIGATION SERVICES

P.O. Box 530211  
Harlingen, Texas 78550

(956)467-6674 Mobile  
rgvreports@gmail.com

**Location:** 608 S Illinois Ave

**Property ID:** 322019

**Taxpayer Name:** Taylor Randal J. et al  
608 S Illinois Ave.  
Weslaco, Texas 78596-6210

## TITLE REPORT

**CERTIFICATION DATE:** September 1, 2021

### LEGAL DESCRIPTION:

Lot 5 and the North ½ of Lot 6 Block 48, ORIGINAL TOWNSITE OF CITY OF WESLACO, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 2 Page 30, Map Records, Hidalgo County, Texas.  
**SUBJECT TO:** Subdivision regulations of the county of Hidalgo and/or Ordinances or governmental regulation of the City in which the property may be located or holding extra-territorial jurisdiction of said property.

**RECORD OWNER(S):** Joseph Randal Taylor, Melodie Elizabeth Taylor, Lindsey Donald Taylor and Kliyo Danielle Castro, a grandchild.

### TITLE VIA:

Affidavit Of Heirship filed for record November 20, 2018 under county clerks document number 2966772 Official Records, Hidalgo County, Texas, in reference to Estate of: Cora Nell Taylor (died June 12, 2018), was married to Ronald Joseph Taylor, (divorced April 22, 1983). Children born to the marriage being: Joseph Randal Taylor, Melodie Elizabeth Taylor and Lindsey Donald Taylor. Also, Kliyo Danielle Castro, a grandchild.

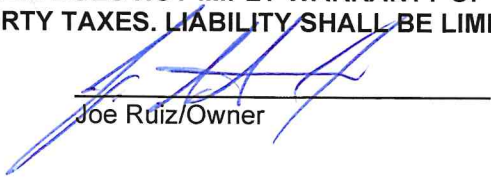
**NOTE:** Prior Deed from Odice T. Holliefield and wife, Ordrey A. Holliefield to Cora Nell Taylor, filed for record June 13, 1992 in Volume 1322 Page 315 and refilled in Volume 3190 Page 212, Official Records, Hidalgo County, Texas. **NOTE:** Life Estate Reservation by grantors in deed. No probate or affidavit of Heirship on same.

**LIENS:** None on record.

**ABSTRACT OF JUDGMENTS:** None on record

**CIVIL RECORDINGS:** None on record.

**NOTICE: THE INFORMATION CONTAINED HEREIN DOES NOT IMPLY WARRANTY OF TITLE, NOR DOES IT REFLECT INVESTIGATION OF PROPERTY TAXES. LIABILITY SHALL BE LIMITED TO THE AMOUNT OF THE TITLE REPORT FEE.**

  
\_\_\_\_\_  
Joe Ruiz/Owner



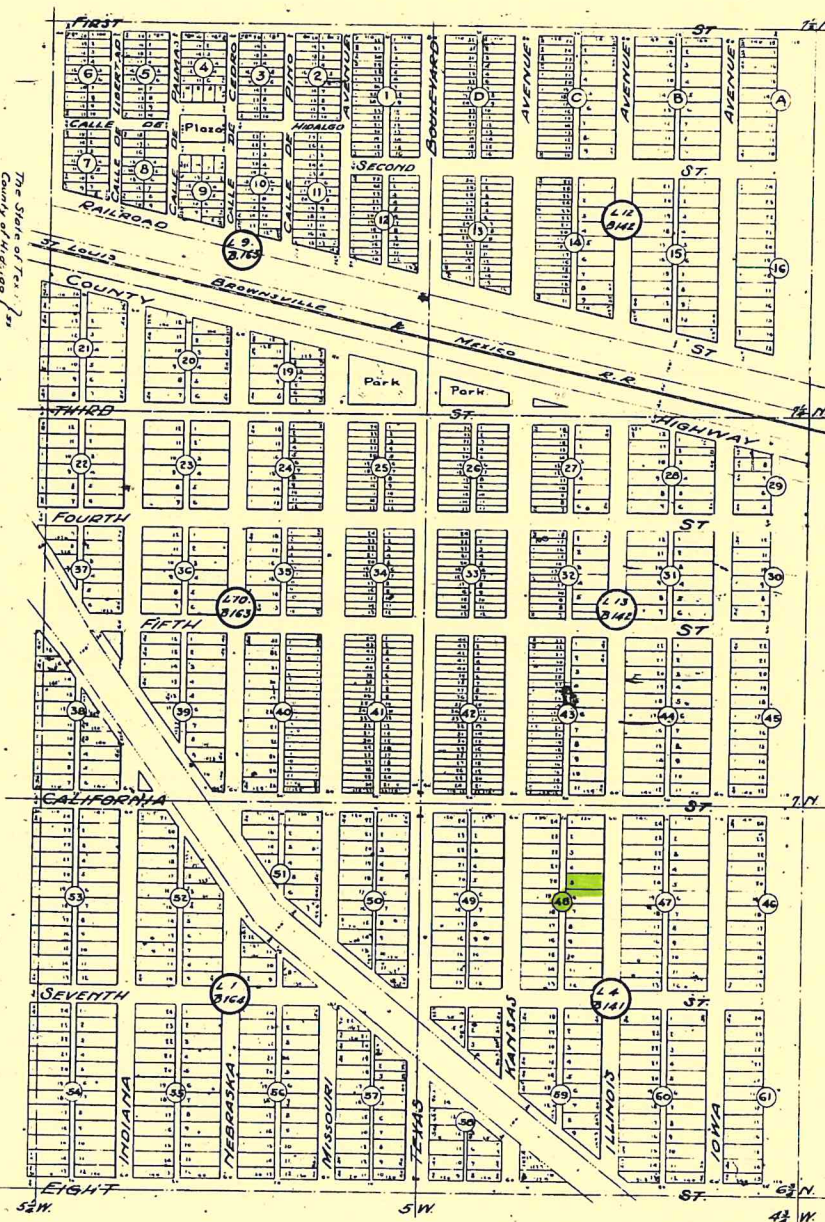
30  
VOL. 2  
Pg. 30  
FILE 3-27

## NOVEMBER 24 1919.

SCALE 1" = 200'

H. E. BENNETT C.E.

MERCEDES TEXAS



From 1900 to 1905 there are records that Western Tonsmith Company, unincorporated, was owned by one through E. C. Smith, Jr. president and then by a firm with E. C. Smith, Jr. as secretary. The records are dated by 1904. There are no records that the land embankment in the commercial district was surveyed, located and put publicly in the hands of the city. The records of the Board of Public Works, however, show that the embankment was surveyed in 1905 and that the city was the owner. The records of the Board of Public Works, however, show that the embankment was surveyed in 1905 and that the city was the owner. The records of the Board of Public Works, however, show that the embankment was surveyed in 1905 and that the city was the owner.

For record, we all, all of said rights, jointly, and from each in the said several, various, ways and manners, observed, we do hold to be the property of, and that, we used and exercised by the said Thomas Morrisett, together with other persons, employees or representatives in whom said rights, jointly, and severally may be respectively assigned by it.

Witness My hand and Company acting by it, printed and signed at New York, on the 10th day of September, A.D. 1894.

WESTACO TOOL SITE COMPANY

(Saw) signed E.C. Couch President.  
 signed Marie Solor Secretary.  
 "Radioactive" "Nelly"  
 died Mar. 1920, age 42.

the State of Texas } ss  
County of Hidalgo }

Before me the undersigned  
withthly on this day personally appeared Ed Couch,  
president of the Westlaco Tannery Company, incorporated  
and Mamie Siler, a female sole, secretary of Westlaco  
Tannery Company, each known to me to be the persons  
whose names are subscribed to the foregoing instrument  
and acknowledged to me that they executed the same  
for the purposes and consideration therein  
expressed and in the capacity therein stated and  
as the act and deed of Westlaco Tannery Company.

Given under my hand and seal of office, this 5th day of March A.D. 1921.

F. Leet Lenth  
Notary Public, Hidalgo Co., Texas.

The State of Texas }  
County of Hidalgo } ss.

I, H.E. Bonnifant, Civil Engineer and Surveyor, do hereby certify that this map of the town site of Weslaco, in the County of Hidalgo, State of Texas, is a full and complete map of said town site surveyed and caused to be surveyed by me, for the Weslaco Townsite Company, for the town site of Weslaco, and of the blocks, lots, street avenues and readings as actually surveyed and plotted.

Witness my hand this 10<sup>th</sup> day of September A.D. 1881

H. E. Burnett  
Civil Engineer & Surveyor

W. Smith and subscribed to return me 7th 9th day of  
March. A.D 1920

December 7, 2021



|        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 32     | 1      | 2      | 3      | 4      | 5      | 6      | 7      | 8      | 9      | 10     | 11     | 12     | 13     | 14     | 15     | 16     |
| 31     | 1      | 2      | 3      | 4      | 5      | 6      | 7      | 8      | 9      | 10     | 11     | 12     | 13     | 14     | 15     | 16     |
| 30     | 1      | 2      | 3      | 4      | 5      | 6      | 7      | 8      | 9      | 10     | 11     | 12     | 13     | 14     | 15     | 16     |
| 29     | 1      | 2      | 3      | 4      | 5      | 6      | 7      | 8      | 9      | 10     | 11     | 12     | 13     | 14     | 15     | 16     |
| 28     | 1      | 2      | 3      | 4      | 5      | 6      | 7      | 8      | 9      | 10     | 11     | 12     | 13     | 14     | 15     | 16     |
| 27     | 1      | 2      | 3      | 4      | 5      | 6      | 7      | 8      | 9      | 10     | 11     | 12     | 13     | 14     | 15     | 16     |
| 26     | 1      | 2      | 3      | 4      | 5      | 6      | 7      | 8      | 9      | 10     | 11     | 12     | 13     | 14     | 15     | 16     |
| 25     | 1      | 2      | 3      | 4      | 5      | 6      | 7      | 8      | 9      | 10     | 11     | 12     | 13     | 14     | 15     | 16     |
| 24     | 1      | 2      | 3      | 4      | 5      | 6      | 7      | 8      | 9      | 10     | 11     | 12     | 13     | 14     | 15     | 16     |
| 110.15 | 110.15 | 110.15 | 110.15 | 110.15 | 110.15 | 110.15 | 110.15 | 110.15 | 110.15 | 110.15 | 110.15 | 110.15 | 110.15 | 110.15 | 110.15 | 110.15 |

|     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 24  | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  |
| 23  | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  |
| 22  | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  |
| 21  | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  |
| 20  | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  |
| 19  | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  |
| 18  | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  |
| 17  | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  |
| 16  | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  |
| 15  | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  |
| 14  | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  |
| 13  | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  |
| 12  | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  |
| 11  | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  |
| 10  | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  |
| 9   | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  |
| 8   | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  |
| 7   | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  |
| 6   | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  |
| 5   | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  |
| 4   | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  |
| 3   | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  |
| 2   | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  |
| 1   | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  |
| 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 |

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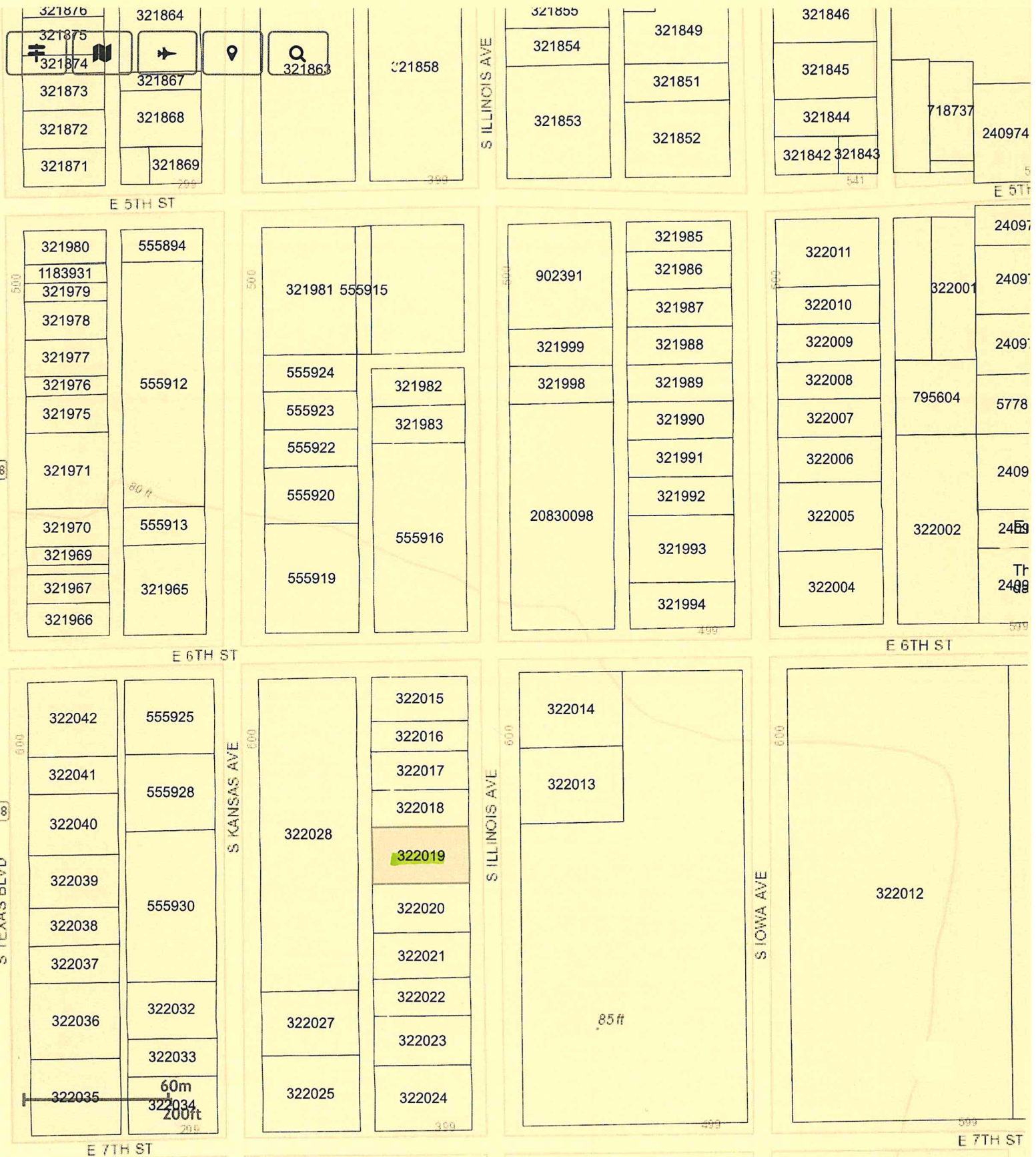
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KANSAS

ILLINOIS

IOWA





## Hidalgo CAD

Property Search Results > 322019 TAYLOR RANDAL  
J ET AL for Year 2022

Tax Year: 2022

## Property

## Account

|                           |                      |                    |                                                       |
|---------------------------|----------------------|--------------------|-------------------------------------------------------|
| Property ID:              | 322019               | Legal Description: | WESLACO ORIGINAL TOWNSITE BLK 48<br>LTS ALL 5,N 1/2-6 |
| Geographic ID:            | W2300-00-048-0005-00 | Zoning:            | RS                                                    |
| Type:                     | Real                 | Agent Code:        |                                                       |
| Property Use Code:        |                      |                    |                                                       |
| Property Use Description: |                      |                    |                                                       |

## Location

|                  |                                   |         |             |
|------------------|-----------------------------------|---------|-------------|
| Address:         | 608 S ILLINOIS AVE<br>WESLACO, TX | Map ID: | VOL 2 PG 30 |
| Neighborhood:    | WESLACO ORIGINAL TOWNSITE         |         |             |
| Neighborhood CD: | W230000                           |         |             |

## Owner

|                  |                                              |              |                 |
|------------------|----------------------------------------------|--------------|-----------------|
| Name:            | TAYLOR RANDAL J ET AL                        | Owner ID:    | 1139744         |
| Mailing Address: | 608 S ILLINOIS AVE<br>WESLACO, TX 78596-6210 | % Ownership: | 100.0000000000% |
|                  |                                              | Exemptions:  | HS              |

## Values

|                                       |    |          |                       |
|---------------------------------------|----|----------|-----------------------|
| (+) Improvement Homesite Value:       | +  | \$24,308 |                       |
| (+) Improvement Non-Homesite Value:   | +  | \$0      |                       |
| (+) Land Homesite Value:              | +  | \$34,613 |                       |
| (+) Land Non-Homesite Value:          | +  | \$0      | Ag / Timber Use Value |
| (+) Agricultural Market Valuation:    | +  | \$0      | \$0                   |
| (+) Timber Market Valuation:          | +  | \$0      | \$0                   |
| <hr/>                                 |    |          |                       |
| (=) Market Value:                     | =  | \$58,921 |                       |
| (-) Ag or Timber Use Value Reduction: | -- | \$0      |                       |
| <hr/>                                 |    |          |                       |
| (=) Appraised Value:                  | =  | \$58,921 |                       |
| (-) HS Cap:                           | -  | \$0      |                       |
| <hr/>                                 |    |          |                       |
| (=) Assessed Value:                   | =  | \$58,921 |                       |

## Taxing Jurisdiction



% Ownership: 100.0000000000%

Total Value: \$58,921

| Entity                      | Description          | Tax Rate | Appraised Value | Taxable Value | Estimated Tax |
|-----------------------------|----------------------|----------|-----------------|---------------|---------------|
| CAD                         | APPRAISAL DISTRICT   | 0.000000 | \$58,921        | \$58,921      | \$0.00        |
| CWL                         | CITY OF WESLACO      | 0.696700 | \$58,921        | \$58,921      | \$410.50      |
| DR1                         | DRAINAGE DISTRICT #1 | 0.102600 | \$58,921        | \$58,921      | \$60.45       |
| GHD                         | HIDALGO COUNTY       | 0.575000 | \$58,921        | \$58,921      | \$338.80      |
| JCC                         | SOUTH TEXAS COLLEGE  | 0.171800 | \$58,921        | \$58,921      | \$101.23      |
| RO2                         | ROAD DIST 02         | 0.000000 | \$58,921        | \$58,921      | \$0.00        |
| SST                         | SOUTH TEXAS SCHOOL   | 0.049200 | \$58,921        | \$58,921      | \$28.99       |
| SWL                         | WESLACO ISD          | 1.018900 | \$58,921        | \$33,921      | \$345.62      |
| Total Tax Rate:             |                      | 2.614200 |                 |               |               |
| Taxes w/Current Exemptions: |                      |          |                 |               | \$1,285.59    |
| Taxes w/o Exemptions:       |                      |          |                 |               | \$1,540.31    |

## Improvement / Building

Improvement #1: RESIDENTIAL State Code: A1 Living Area: 1275.0 sqft Value: \$24,308

| Type | Description | Class CD | Exterior Wall | Year Built | SQFT   |
|------|-------------|----------|---------------|------------|--------|
| MA   | MAIN AREA   | WDLW - 3 | DWD           | 1941       | 1165.0 |
| ADD  | ADDITION    | WDLW - 3 | DWD           | 1941       | 110.0  |
| STG  | STORAGE     | *        |               | 2010       | 64.0   |

## Land

| # | Type | Description | Acres  | Sqft    | Eff Front | Eff Depth | Market Value | Prod. Value |
|---|------|-------------|--------|---------|-----------|-----------|--------------|-------------|
| 1 | L    | LOT         | 0.2238 | 9750.00 | 75.00     | 130.00    | \$34,613     | \$0         |

## Roll Value History

| Year | Improvements | Land Market | Ag Valuation | Appraised | HS Cap   | Assessed |
|------|--------------|-------------|--------------|-----------|----------|----------|
| 2022 | \$24,308     | \$34,613    | 0            | 58,921    | \$0      | \$58,921 |
| 2021 | \$24,308     | \$34,613    | 0            | 58,921    | \$2,065  | \$56,856 |
| 2020 | \$19,083     | \$34,613    | 0            | 53,696    | \$2,009  | \$51,687 |
| 2019 | \$14,325     | \$32,663    | 0            | 46,988    | \$0      | \$46,988 |
| 2018 | \$12,739     | \$32,663    | 0            | 45,402    | \$0      | \$45,402 |
| 2017 | \$12,739     | \$32,663    | 0            | 45,402    | \$0      | \$45,402 |
| 2016 | \$13,696     | \$32,663    | 0            | 46,359    | \$0      | \$46,359 |
| 2015 | \$14,000     | \$32,663    | 0            | 46,663    | \$0      | \$46,663 |
| 2014 | \$19,392     | \$32,663    | 0            | 52,055    | \$9,353  | \$42,702 |
| 2013 | \$17,458     | \$32,663    | 0            | 50,121    | \$11,301 | \$38,820 |
| 2012 | \$17,458     | \$32,663    | 0            | 50,121    | \$14,830 | \$35,291 |
| 2011 | \$17,458     | \$32,663    | 0            | 50,121    | \$18,038 | \$32,083 |
| 2010 | \$17,408     | \$32,663    | 0            | 50,071    | \$20,950 | \$29,121 |

December 7, 2021

|      |                 |          |          |   |        |          |          |
|------|-----------------|----------|----------|---|--------|----------|----------|
| 2009 | Regular meeting | \$17,408 | \$32,663 | 0 | 50,071 | \$23,597 | \$26,474 |
| 2008 |                 | \$17,408 | \$32,663 | 0 | 50,071 | \$26,004 | \$24,067 |

## Deed History - (Last 3 Deed Transactions)

| # | Deed Date  | Type | Description           | Grantor               | Grantee               | Volume | Page | Deed Number |
|---|------------|------|-----------------------|-----------------------|-----------------------|--------|------|-------------|
| 1 | 11/20/2018 | AOH  | AFFIDAVIT OF HEIRSHIP | TAYLOR CORA NELL      | TAYLOR RANDAL J ET AL |        |      | 2966772     |
| 2 | 7/1/1990   | CONV | CONVERSION            | HOLLIEFIELD ODICE T & | TAYLOR CORA NELL      | 1322   | 315  |             |
| 3 | 12/5/1983  | CONV | CONVERSION            | BOWDEN NANCY B        | HOLLIEFIELD ODICE T & | 1912   | 647  |             |

## Tax Due

Property Tax Information as of 08/21/2021

Amount Due if Paid on: 

| Year | Taxing Jurisdiction | Taxable Value | Base Tax | Base Taxes Paid | Base Tax Due | Discount / Penalty & Interest | Attorney Fees | Amount Due |
|------|---------------------|---------------|----------|-----------------|--------------|-------------------------------|---------------|------------|
|------|---------------------|---------------|----------|-----------------|--------------|-------------------------------|---------------|------------|

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 381-8466.





Hidalgo County  
Arturo Guajardo J  
County Clerk  
Edinburg, Texas 78

**Document No:** 2966772

**Recorded On:** November 20, 2018 08:37 AM

**Billable Pages:** 2

**Number of Pages:** 3

\*\*\*\*\*Examined and Charged as Follows\*\*\*\*\*

**Total Recording:** \$ 40.00

\*\*\*\*\*THIS PAGE IS PART OF THE DOCUMENT\*\*\*\*\*

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

**Document No:** 2966772  
**Receipt No:** 20181120000020  
**Recorded On:** November 20, 2018 08:37 AM  
**Deputy Clerk:** Pete Diaz  
**Station:** Mcallen-CC-K22.hccm.com

**Record and Return To:**

Randal J Taylor  
Original Returned to Customer



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, Texas



## AFFIDAVIT OF HEIRSHIP

THIS AFFIDAVIT MUST BE FILED IN  
THE COUNTY CLERK'S RECORD.Reported  
owner name:Claim  
number:

This Affidavit must be completed by a third disinterested party (Affiant) who will not benefit from the decedent's estate. Do not complete this form if the decedent left a will that was probated in court or there has been some other type of court determination to the estate.

Affidavit of facts concerning the identity of Heirs for the Estate of: Cora Nell Taylor

Before me, the undersigned authority, on this day personally appeared: \_\_\_\_\_  
("Affiant") who, being first duly sworn, upon his/her oath states:

1. My name is: Jaime Alejandro

I live at: 610 S. Illinois Ave. Weslaco, TX 78596

I am personally familiar with the family and marital history of: Cora Nell Taylor  
(Decedent), and I have personal knowledge of the facts stated in this Affidavit.

2. I knew the decedent from Oct. 1983 until present Decedent died on June 12th 2018

Decedent's place of death: Las Cruces, NM Doña Ana  
CITY STATE COUNTY

At the time of decedent's death,  
decedent's residence was: Las Cruces, NM Doña Ana  
CITY STATE COUNTY

3. Provide the following information on the deceased's marital history:  
(If never married, please state that below.)

| NAME OF SPOUSE       | DATE OF MARRIAGE | DATE OF DIVORCE | DATE OF SPOUSE'S DEATH |
|----------------------|------------------|-----------------|------------------------|
| Ronald Joseph Taylor | 12-21-63         | 4-22-83         | N/A                    |
|                      |                  |                 |                        |
|                      |                  |                 |                        |

4. Provide the following information on the deceased's natural born and adopted children:  
(If there are none, please state that below. If additional space is needed, please provide information as an attachment.)

| NAME OF CHILD/<br>CURRENT ADDRESS                             | DATE OF BIRTH | NAME OF CHILD'S<br>OTHER PARENT | DATE OF<br>CHILD'S DEATH |
|---------------------------------------------------------------|---------------|---------------------------------|--------------------------|
| Ronald Joseph Taylor<br>608 S. Illinois Ave Weslaco, TX 78596 | 9-26-65       | Ronald Joseph Taylor            | N/A                      |
| Melodie Elizabeth Taylor<br>St. Louis, Missouri               | 5-28-68       | " "                             | N/A                      |
| Lindsey Ronald Taylor<br>Phoenix, Arizona                     | 7-13-74       | " "                             | N/A                      |

5. Provide the following information on the deceased's grandchildren, born only to the deceased children in Item 4, above:  
(If there are none, please state that below.)

| NAME OF CHILD/<br>CURRENT ADDRESS                                   | DATE OF BIRTH | NAME OF GRANDCHILD'S<br>DECEASED PARENT |
|---------------------------------------------------------------------|---------------|-----------------------------------------|
| Klilyo Danielle Castro (heir)<br>623 S. Missouri, Weslaco, TX 78596 | 7-23-06       | N/A                                     |
|                                                                     |               |                                         |
|                                                                     |               |                                         |

6. If the decedent never married and did not have any children, provide the following information on the deceased's parents:

| DECEASED'S<br>PARENTS | PARENT'S NAME/<br>CURRENT ADDRESS | PARENT'S DATE<br>OF DEATH |
|-----------------------|-----------------------------------|---------------------------|
| MOTHER                | N/A                               |                           |
| FATHER                | N/A                               |                           |



Reported  
owner name:

Claim  
number:

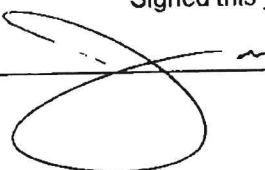
7. Provide the following information on the deceased's brothers and/or sisters:  
(If there are none, please state that below.)

| NAME OF CHILD/<br>CURRENT ADDRESS | DATE OF<br>BIRTH | BROTHER'S OR SISTER'S<br>DATE OF DEATH |
|-----------------------------------|------------------|----------------------------------------|
| N/A                               |                  |                                        |
|                                   |                  |                                        |
|                                   |                  |                                        |
|                                   |                  |                                        |

8. Provide the following information on the deceased's nieces and/or nephews born only to the deceased brothers/sisters in  
Item 7, above:  
(If there are none, please state that below. If additional space is needed, please provide information as an attachment.)

| NAME OF NIECE OR NEPHEW/<br>CURRENT ADDRESS | DATE OF<br>BIRTH | NAME OF NIECE OR NEPHEW'S<br>DECEASED PARENT |
|---------------------------------------------|------------------|----------------------------------------------|
| N/A                                         |                  |                                              |
|                                             |                  |                                              |
|                                             |                  |                                              |

Signed this 19<sup>th</sup> day of November, 2018

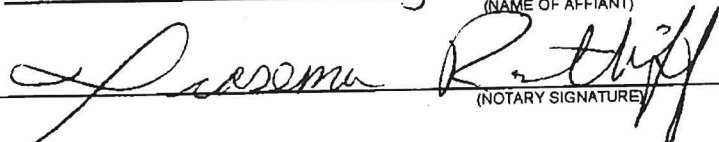
  
(SIGNATURE OF AFFIANT)

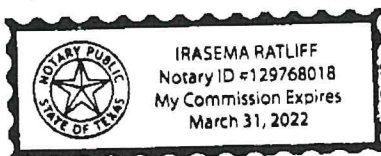
State of Texas

County of Hidalgo

Sworn to and subscribed to before me on November 19<sup>th</sup>, 2018  
(DATE)

by Jaime Alejandro  
(NAME OF AFFIANT)

  
(NOTARY SIGNATURE)



(Notary Seal)

My commission expires: 23<sup>rd</sup> day of March, 2022

THIS AFFIDAVIT MUST BE FILED IN THE COUNTY CLERK'S RECORD.

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9223

VOL. 1322 PAGE 315

245004

GIFT DEED

Date: July 1, 1990

Grantor: ODICE T. HOLLIEFIELD and wife, ORDREY A. HOLLIEFIELD

Grantor's Mailing Address: 325 Bartlett  
Malakoff, Henderson County, Texas  
75148

Grantee: CORA NELL TAYLOR

Grantee's Mailing Address: 608 S. Illinois  
Weslaco, Hidalgo County, Texas  
78596

Consideration: For the love and affection which we bear for the  
Grantee, it being the intention of the Grantor  
to make an absolute gift to the Grantee.

Property:

All of Lot Five (5) and the North One-half (N ½) of  
Lot Six (6), Block Forty-Eight (48) of the Original  
Townsite of Weslaco, Hidalgo County, Texas, as per  
map or plat thereof recorded in Volume 2, Page 30,  
Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of way, and prescriptive rights, whether  
of record or not; all presently recorded restrictions,  
reservations, covenants, conditions, oil and gas leases,  
mineral severances, and other instruments, other than  
liens and conveyances, that affect the property; rights of  
adjoining owners in any walls and fences situated on a  
common boundary; any discrepancies, conflicts, or short-  
tages in area or boundary lines; any encroachments or  
overlapping of improvements; all rights, obligations, and  
other matters emanating from and existing by reason of the  
creation, establishment, maintenance, and operation of the  
County of Hidalgo, and the Weslaco City Independent School  
District; taxes for 1990, the payment of which Grantee  
assumes; and subsequent assessments for that and prior  
years due to change in land usage, ownership, or both, the  
payment of which Grantee assumes.

For Grantor and Grantor's assigns, a reservation of the

HALLMAN & SONS  
ATTORNEYS AT LAW  
DALLAS, TEXAS  
214-742-1111



VOL 1322 PAGE 316

VOL 3190 PAGE 213

full possession, benefit, use, rents, revenues, and profits of the property for the remainder of Grantor's life.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

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

Odice T. Holliefield  
ODICE T. HOLLIEFIELD

Ordrey A. Holliefield  
ORDREY A. HOLLIEFIELD

STATE OF TEXAS §  
COUNTY OF HENDERSON §

This instrument was acknowledged before me on this the 15<sup>th</sup> day of July, 1990, by ODICE T. HOLLIEFIELD and wife, ORDREY A. HOLLIEFIELD.



Ruth C. Cowin  
Notary Public in and for the  
State of Texas

FILED FOR RECORD THIS 19<sup>th</sup> DAY OF July AD 1990 AT 6:00 O'CLOCK PM  
JOE DAN COWLER CLERK COUNTY COURT HENDERSON CO TEXAS BY SS DEPUTY

HATMAN & GIBBS  
ATTORNEYS AT LAW  
SUITE 1000  
ATKINS, TEXAS 76829

Corra T410R  
608 S. ILLINOIS  
W10314W

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