

REAL ESTATE LIEN NOTE

Date: August 4, 2014

Maker: Miguel Ochoa, Jr. and Dora Luz Ochoa

Maker's Mailing Address (including county): P. O. Box 303, Lasara, Willacy County, Texas 78561

Payee: Leticia Ramon

Place for Payment (including county): 1208 Crosby St., Portland, San Patricio County, TX 78374

Principal Amount: Sixty Thousand and No/100 Dollars (\$60,000.00)

Annual Interest Rate on Unpaid Principal from date hereof: Eight per cent (8.00%)

Annual Interest Rate on Matured, Unpaid Amounts: Ten per cent (10.00%)

Terms of Payment (principal and interest): Principal is due and payable in consecutive monthly installments of \$649.47 each, beginning September 4, 2014, and with a like installment being due and payable on the 4th day of each month thereafter until and including August 4, 2026 on which date any amount then remaining unpaid shall be fully and finally due and payable. This note may be prepaid without penalty. Any partial prepayments will be applied first to accrued interest and then to installments of principal last maturing

Late Charge: If the holder of this note has not received the full amount of any installment payment at the end of ten (10) days after it is due, Maker agrees to pay a late charge to the note holder to defray the expense of collection. The amount of the late charge will be five percent (5.00%) of the amount of the overdue installment payment. Maker agrees to pay the late charge promptly.

Security for Payment: A vendor's lien retained in the deed to Maker of even date herewith from Payee to Maker and a deed of trust of even date herewith from Maker herein to Darlene L. Silvers, Trustee, covering the following described tract, to-wit:

A 1.126 acre tract of land, more or less, out of Lot Two (2), Woods-Perkins Subdivision of 217.1 acres out of Shares 40 and 43 of the San Juan de Carricitos Grant, Willacy County, Texas, according to the map and plat records of Willacy County, Texas; said 1.126 acre tract being more particularly described on Exhibit "A" which is incorporated herein for all purposes.

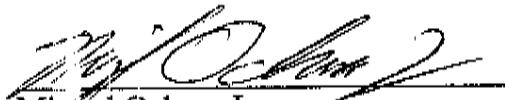
Maker promises to pay to the order of Payee at the place for payment and according to the terms of payment the principal amount plus interest at the rates stated above. All unpaid amounts shall be due by the final scheduled payment date.

If Maker defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to it, and the default continues after Payee gives Maker notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Payee may declare the unpaid principal balance and earned interest on this note immediately due. Maker and each surety, endorser, and guarantor waive all demands for payment, presentations for payment, notices of intention to accelerate maturity, notices of acceleration of maturity, protests, and notices of protest, to the extent permitted by law.


If this note or any instrument securing or collateral to it is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then Maker shall pay Payee all costs of collection and enforcement, including reasonable attorney's fees and court costs, in addition to other amounts due. Reasonable attorney's fees shall be 10% of all amounts due unless either party pleads otherwise.

Interest on the debt evidenced by this note 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. Each Maker is responsible for all obligations represented by this note. When the context requires, singular nouns and pronouns include the plural.

NOTICE: THIS DOCUMENT AND ALL OTHER DOCUMENTS RELATING TO THIS LOAN CONSTITUTE A WRITTEN LOAN AGREEMENT WHICH REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES RELATING TO THIS LOAN.



Miguel Ochoa, Jr.



Doris Luz Ochoa

MEMORANDUM OF SALE

SELLER(whether one or more): Leticia Ramon

BUYER(whether one or more): Miguel Ochoa, Jr. and Dora Luz Ochoa

PROPERTY (including improvements):

A 1.126 acre tract of land, more or less, out of Lot Two (2), Woods-Perkins Subdivision of 217.1 acres out of Shares 40 and 43 of the San Juan de Carricitos Grant, Willacy County, Texas, according to the map and plat records of Willacy County, Texas; said 1.126 acre tract being more particularly described on Exhibit "A" which is incorporated herein for all purposes.

Seller and Buyer agree as follows:

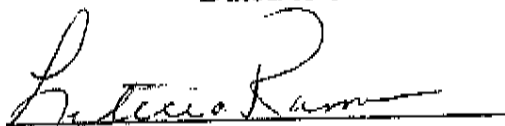
Seller has agreed to sell and Buyer has agreed to buy the above described property for the sales price of \$65,000.00 with \$60,000.00 thereof to be in the form of a note bearing interest at the rate of Eight per cent (8.00%) per annum from Buyer to Seller payable in monthly installments over a twelve year period. Seller and Buyer have requested that W.A. McCormick perform the service of preparing closing documents based on the information provided by the parties and computing tax prorations based on information furnished by the taxing agencies and have requested no other service. The parties have agreed to handle all other matters between themselves, including without limitation, handling the taxes and the exchange of money.

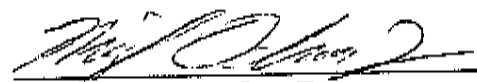
Neither Buyer nor Seller desire a title commitment, title policy, title search, tax search, survey, lien search, appraisal, environmental assessment of the property, an opinion as to whether the conveyance complies with subdivision and building (and similar) regulations, or other service in connection with this transaction although recommended. Buyer and Seller understand that if a title commitment, title policy, title search, tax search, survey, lien search, appraisal, environmental assessment of the property, an opinion as to whether the conveyance complies with subdivision and building (and similar) regulations, and other title services were obtained prior to closing that problems with the property might be revealed which might be avoided or corrected. Buyer and Seller agree that if any such problems are later discovered that W. A. McCormick shall have no responsibility or liability for such problems.

The parties acknowledge there are delinquent taxes against the property which will be paid as agreed by the parties without the involvement of W. A. McCormick who shall have no obligation to collect or pay said taxes.

W. A. McCormick has acted as a scrivener in preparing the closing documents and has not negotiated for either party. The parties have reviewed the closing documents and confirm they represent their agreement.

Dated to be effective the 4th day of August, 2014.


Leticia Ramon, Seller


Miguel Ochoa, Jr., Buyer


Dora Luz Ochoa, Buyer

EXHIBIT "A"

Property (including any improvements):

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COMMENCING at the Southwest corner of said Lot 2, said point lying on the South right of way line of a 50.0 feet road at its point of intersection with the contiguous East right of way line of a 40.0 feet road and East line of La Sara Townsite, said point also lying 20.0 feet South of the Easterly extension of the centerline of Sixth Street of La Sara Townsite and being the Southwest corner and POINT OF BEGINNING of the tract herein described;

THENCE, in a Northerly direction, with and along the contiguous West line of Lot 2 and East line of said 40.0 feet road of La Sara Townsite, a distance of 446.0 feet to a point for the Northwest corner of this tract;

THENCE, in a Easterly direction, parallel with the South line of Lot 2, a distance of 110.0 feet to a point for the Northeast corner of this tract;

THENCE, in a Southerly direction, parallel with the West line of Lot 2, a distance of 446.0 feet to a point on the contiguous South line of Lot 2 and South line of a 50.0 feet road, for the Southeast corner of this tract;

THENCE, in a Westerly direction, with and along the contiguous South line of Lot 2 and South line of said 50.0 feet road, a distance of 110.0 feet to the POINT OF BEGINNING.

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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.

DEED OF TRUST

Date: August 4, 2014

Grantor: Miguel Ochoa, Jr. and Dora Luz Ochoa

Grantor's Mailing Address (including county): P. O. Box 303, Lasara, Willacy County, Texas 78561

Trustee: Darlene L. Silvers

Trustee's Mailing Address (including county): P. O. Box 867, Raymondville, Willacy County, Texas 78580

Beneficiary: Leticia Ramon

Beneficiary's Mailing Address (including county): 1208 Crosby St., Portland, San Patricio County, TX 78374

Note(s):

Date: August 4, 2014

Amount: Sixty Thousand and No/100 Dollars (\$60,000.00)

Maker: Miguel Ochoa, Jr. and Dora Luz Ochoa

Payee: Leticia Ramon

Final Maturity Date: August 4, 2026

Terms of Payment (optional): As therein provided

Property (including any improvements):

A 1.126 acre tract of land, more or less, out of Lot Two (2), Woods-Perkins Subdivision of 217.1 acres out of Shares 40 and 43 of the San Juan de Carricitos Grant, Willacy County, Texas, according to the map and plat records of Willacy County, Texas; said 1.126 acre tract being more particularly described on Exhibit "A" which is incorporated herein for all purposes.

Prior Liens: NONE

Other Exceptions to Conveyance and Warranty: as set out in the deed to Grantor.

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 (including any late charges and other sums) 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 prior to delinquency and to furnish receipts to Beneficiary showing all such taxes are paid prior to February 1st of each year; and, to perform all obligations set out in the note executed in connection herewith;
3. preserve the lien's priority as it is established in this deed of trust;

4. obtain and 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;
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; and,
9. obey all laws, ordinances and restrictive covenants applicable to the property.

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 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.

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 "AS IS" 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 without representation or warranty, express or implied, by Trustee; 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. 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 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.

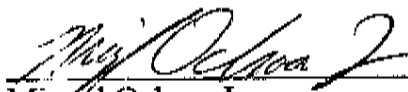
11. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.

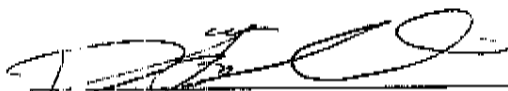
12. If Grantor and Maker are not the same person, the term *Grantor* shall include Maker.

13. Grantor represents that this deed of trust and the note are given for the following purposes: The indebtedness, the payment of which is hereby secured, is in part payment of the purchase price of the property herein described. Grantor acknowledges a vendor's lien on the property as security for the note secured by this deed of trust. This deed of trust does not waive the vendor's lien and the two liens shall be cumulative and Beneficiary may pursue either or both without waiving the other.

14. If all or any part of the Property is sold, conveyed, leased for a period longer than 3 years, leased with an option to purchase, or otherwise sold (including any contract for deed), without the Beneficiary's prior written consent, which consent may be withheld in Beneficiary's sole discretion, Beneficiary may declare the balance of the Note to be immediately due and payable. The creation of a subordinate lien, any conveyance under threat or order of condemnation, any deed solely between Grantors, or the passage of title by reason of the death of a Grantor or by operation of law will not entitle Beneficiary to exercise the remedies provided in this paragraph.

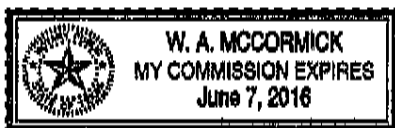
15. Any act or occurrence which constitutes default under any lien superior to the lien securing the Note constitutes default under the deed of trust securing the Note.



Miguel Ochoa, Jr.


Dora Luz Ochoa

**STATE OF TEXAS
COUNTY OF WILLACY**

This instrument was acknowledged before me on the 4th day of August, 2014, by Miguel Ochoa, Jr. and Dora Luz Ochoa.




Notary Public, State of Texas.

AFTER RECORDING RETURN TO:
Leticia Ramon
1208 Crosby St.
Portland, TX 78374

EXHIBIT "A"

Property (including any improvements):

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COMMENCING at the Southwest corner of said Lot 2, said point lying on the South right of way line of a 50.0 feet road at its point of intersection with the contiguous East right of way line of a 40.0 feet road and East line of La Sara Townsite, said point also lying 20.0 feet South of the Easterly extension of the centerline of Sixth Street of La Sara Townsite and being the Southwest corner and POINT OF BEGINNING of the tract herein described;

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Filed & Recorded in
Official Public Records of
Willacy County Clerk
Terry Flores
Fees 36.00

STATE OF TEXAS
COUNTY OF WILLACY

I hereby certify that this instrument was
FILED on the date stamped herein by me and was
duly RECORDED in the Volume and Page of the
named RECORDS of Willacy County, Texas. Terry
Flores Willacy County Clerk

By: Terry Flores
Deputy

SETTLEMENT STATEMENT
(Excluding recording fees, attorney's fees and delinquent taxes)

Date: August 4, 2014

Seller: Leticia Ramon

Buyer: Miguel Ochoa, Jr. and Dora Luz Ochoa


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Texas.


Sales Price.....	<u>\$65,000.00</u>
Less : Loan from Seller	<u>(\$ 60,000.00)</u>
Less: Tax proration To 8/4/2014	<u>(\$ 534.62)*</u>
*(State & Willacy County / Lasara School/ Delta lake Irrigation District)	
NET AMOUNT DUE TO SELLER on August 4, 20 4	<u>\$ 4,465.38</u>

(The parties acknowledge there are delinquent taxes against the property which will be paid as agreed by the parties without the involvement of W. A. McCormick who shall have no obligation to collect or pay said taxes.)

Seller understands that any tax information was supplied by others and that W. A. McCormick cannot guarantee the accuracy thereof and in the event of any error or need for adjustments, all necessary adjustments must be made between Buyer and Seller direct.

The undersigned hereby authorizes W. A. McCormick to record and deliver the documents.


Leticia Ramon, Seller


Miguel Ochoa, Jr., Buyer


Dora Luz Ochoa, Buyer

EXHIBIT "A"

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PL

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Filed & Recorded in
Official Public Records of
Willacy County Clerk
Terry Flores
Fees 34.08

STATE OF TEXAS
COUNTY OF WILLACY

I hereby certify that this instrument was
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duly RECORDED in the Volume and Page of the
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Flores Willacy County Clerk
By: *Terry Flores*
Deputy