

DANA DEBEAUVOIR, COUNTY CLERK

Page 1 of 1

Date 10/04/2011 01:52 PM

Real Estate Index Search

Report # 737065 Requested By REBECCA LAFLURE (WEBPUBLIC) Grantee Begins with SPELMAN WILLIAM

	Instrument #	Book	Page	Date Filed	Document Type	Name	More?	Associated Name	More?	Image	Legal Description	Status
1	7365184	11403	986	03/28/1991	DOCUMENT_TYPE	R KENS PAUL	✓	E SPELMAN WILLIAM	✓	✓	PT LOT 8 BLK 34 PEMBERTON HEIGHTS SEC 10	Perm
2	5741458	12850	191	01/10/1997	DOCUMENT_TYPE	R CHASE MORTGAGE SERVICES INC	✓	E SPELMAN WILLIAM	✓	✓	PT LOT 7 BLK 34 SEC 10 PEMBERTON HEIGHTS	Perm
3	2009203143			12/23/2008	DOCUMENT_TYPE	R BILL SPELMAN CAMPAIGN		E SPELMAN WILLIAM		✓	P O BOX 13534 AUSTIN TX 78711 3534	Perm
4	201101787			02/03/2011	DOCUMENT_TYPE	R 11TH STREET NEIGHBORHOOD PARTNERS LTD	✓	E SPELMAN WILLIAM	✓	✓	UNIT 209 OF THE EAST VILLAGE CONDOMINIUM	Perm
5	200304701	0	0	03/04/2003	DOCUMENT_TYPE	R RBMG INC	✓	E SPELMAN WILLIAM G	✓	✓	13008 2082 REAL PROPERTY RECORDS	Perm
6	2004054312			03/24/2004	DOCUMENT_TYPE	R ABN AMRO MORTGAGE GROUP INC		E SPELMAN WILLIAM G	✓	✓	3802 AVENUE F AUSTIN TX 78751 PIN 02190805130000	Perm
7	2009205426			12/15/2009	DOCUMENT_TYPE	R WELLS FARGO BANK	✓	E SPELMAN WILLIAM G	✓	✓	3802 AVE F AUSTIN TX	Perm
8	2011102959			07/18/2011	DOCUMENT_TYPE	R SPELMAN JULIA P		E SPELMAN WILLIAM G	✓	✓	SEE INSTRUMENT	Perm
9	2011102960			07/18/2011	DOCUMENT_TYPE	R SPELMAN DENNIS GLENN		E SPELMAN WILLIAM G	✓	✓	SEE INSTRUMENT	Perm
10	5830226	13009	2079	08/29/1997	DOCUMENT_TYPE	R PILATT RUTHIE HAMMOND		E SPELMAN WILLIAM G	✓	✓	S 75' LT 7 SHADOW LAWN	Perm
11	2005069389			05/20/2005	DOCUMENT_TYPE	R GOWBI ADITI	✓	E SPELMAN WILLIAM GLENN	✓	✓	LT 20 GILES PLACE SEC 1	Perm
12	2010014579			02/01/2010	DOCUMENT_TYPE	R WEBSTER BANK		E SPELMAN WILLIAM GLENN	✓	✓	1712 E 38TH STREET AUSTIN TX 78722	Perm

**DANA DEBEAUVOIR, COUNTY CLERK**

Date: 10/07/2011 02:51 PM

**Real Estate Index Detail**

Report # 738915 Requested By REBECCA LAFLURE (WEBPUBLIC)

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Document Information

**Instrument#:** 7365164

**Document Type:** WARRANTY DEED

**Date Received:** 03/28/1991 12:00:00 AM

**Book Type:** book\_type

**Index Status:** Permanent Index

**Book:** 11403

**Image?** ✓

**Page:** 986

**Comments:**

Grantors

- 1 KENS PAUL
- 2 UNDERHILL CARLA

Grantees

- 1 SPELMAN WILLIAM

Legal Information

- 1 PT LOT 8 BLK 34 PEMBERTON HEIGHTS SEC 10

11403 0986 0004728348  
**WARRANTY DEED WITH VENDOR'S LIEN** LM CODE 1100-5419

THE STATE OF TEXAS

COUNTY OF Travis

00004688626

KNOW ALL MEN BY THESE PRESENTS:

9:024051  
 THE PAUL KENS and wife, CARLA UNDERHILL

4:41 PM 2801

5.00 LMDX  
 3 1. 03/28/91  
 910240-51-0001  
 18-30-CHK4

of the County of \_\_\_\_\_, State of \_\_\_\_\_  
 in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration to the undersigned sold by the Grantee(s) herein named, the receipt of which is hereby acknowledged, and the further consideration of a sum to the undersigned paid by TROY & NICHOLS, INC., the receipt of which is hereby acknowledged, which was advanced as a part of the purchase price of the herein described property at the specific request of the Grantee(s) herein, and to evidence which Grantee(s) did execute and deliver Grantee(s) promissory note(s) in the total principal sum of  
**EIGHTY SEVEN THOUSAND TWO HUNDRED SEVENTY EIGHT & 00/100**  
**\$ 87,278.00** DOLLARS payable to the order of TROY & NICHOLS, INC., the payment of which note(s) is secured by a Vendor's Lien herein retained in favor of the holder of said note(s) and said note(s) being the same note(s) described in and secured by a Deed of Trust of even date herewith, have **GRANTED, SOLD AND CONVEYED**, and by these presents do **GRANT, SELL AND CONVEY** unto  
 William Spelman

of the County of Travis, State of TEXAS, all of the following described real property in Travis County, Texas, to-wit:  
 The South 63' of Lot B, Block 34, PEMBERTON HEIGHTS, SECTION 10, an addition in Travis County, Texas, according to the map or plat thereof recorded in Book 4, Page 164, of the Plat Records of Travis County, Texas.

This conveyance is made and accepted subject to any and all conditions, restrictions, covenants, reservations and easements, if any, relating to the hereinabove described property, and there is excepted herefrom any and all prior conveyances and/or reservations, if any, of interests in oil, gas and other minerals in and under, and that may be produced from the above property, to the extent that such conditions, covenants, easements, restrictions, conveyances and/or reservations are still in force and effect and shown of record in the above mentioned County and State.

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(s), and Grantee(s) heirs and assigns forever; and Grantor(s) is hereby bound and Grantor(s) heirs, executors and administrators are hereby bound to **WARRANT AND FOREVER DEFEND** all and singular the said premises unto the said Grantee(s), and Grantee(s) 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 Lien in and to the above described premises, is retained against the above described property, premises and improvements, until the above described note(s) and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

EXECUTED this 27th day of MARCH 19 91

Grantee(s) mailing address is:

2502 Hartford Road

Austin, TEXAS 78703

CARLA UNDERHILL

STATE OF TEXAS  
COUNTY OF Travis

This instrument was acknowledged before me on March 27, 1991 by  
 Paul Kens and Carla Underhill



Notary Public, State of Texas

Notary's Name Printed:

CHARGE TO  
 GRACY TITLE CO.

RETURN TO: My Commission Expires:

Wm. Spelman  
 2502 Hartford Rd.  
 Austin, TX 78703

REAL PROPERTY RECORDS  
 TRAVIS COUNTY, TEXAS

T&amp;M C-2717 1168

CG &amp; R 110-1

Individual or Partnership (T&amp;M)

11403 0986

11403 0388

FILED

91 MAR-28 PM 4:25

DANA DE BEAUVOR  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS



STATE OF TEXAS  
COUNTY OF TRAVIS  
I, Dana De Beauvoir, County Clerk of Travis County, Texas, do hereby certify that the within and foregoing instrument was filed for record in the Public Records of Travis County, Texas, on the 28th day of March, 1991.



RECORDED MEMORANDUM: As the time of recording this instrument was found to be inadequate for the best photographic reproduction, because of illegibility, carbon or photo copy, electronic reproduction, etc. All blockouts, addendums and changes were made at the time the instrument was filed and recorded.

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

11403 0987

00000-233839

RECEIVED

**DANA DEBEAUVOIR, COUNTY CLERK**

Date: 10/07/2011 02:53 PM

**Real Estate Index Detail**

Report # 735917 Requested By REBECCA LAFLURE (WEBPUBLIC)

Document Information

Instrument#:	5741458	Document Type:	RELEASE
Date Received:	01/10/1997 12:00:00 AM	Book Type:	book_type
Index Status:	Permanent Index	Book:	12850
Image?	✓	Page:	191
Comments:			

Grantors

- 1 C-ASE MORTGAGE SERVICES INC
- 2 CHASE MANHATTAN MORTGAGE CORPO
- 3 CHASE HOME MORTGAGE CORPORATIO
- 4 TROY & NICHOLS INC
- 5 TROY AND NICHOLS INC

Grantees

- 1 SPELMAN WILLIAM

Legal Information

- 1 PT LOT \* ? BLK 34 SEC 10 PEMBERTON HEIGHTS

loan no 4728346

RELEASE OF LIEN

FILM CODE

00005530925

THE STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the payment in full according to the face and tenor thereof, of certain promissory note in the original principal sum of \$87,278.00 executed by

WILLIAM SPELMAN

and payable to the order of

TROY & NICHOLS

described in a certain Deed of Trust dated 03/27/91, and recorded in Vol.

11403 on Page 0988 or Clerk# 91024052\*\*\*\* of the records of Real Property of TRAVIS County, Texas.

Prop Addr: 2502 HARTFORD RD

\*\*Being the South 65' of Lot \*, Block "34", Section 10 of Pemberton Heights.

AUSTIN, TX 78703

Now therefore,

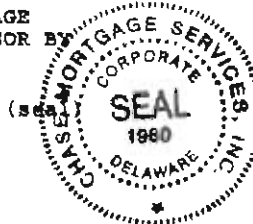
CHASE MORTGAGE SERVICES INC, FKA CHASE MANHATTAN MORTGAGE CORPORATION FKA CHASE HOME MORTGAGE CORPORATION SUCCESSOR BY MERGER TO TROY & NICHOLS, INC.

a Corporation, duly organized and existing under the Laws of the State of DELAWARE is the owner and holder of said note, does hereby release the Deed of Trust Lien shown by said instrument to exist upon the following described property, to secure payment of said note.

IN WITNESS WHEREOF, the said Corporation has caused these to be signed by its duly authorized officer, and to be sealed with the Seal of the Corporation, this 29th day of November, 1996

CHASE MORTGAGE SERVICES INC, FKA CHASE MANHATTAN MORTGAGE CORPORATION FKA CHASE HOME MORTGAGE CORPORATION SUCCESSOR BY MERGER TO TROY & NICHOLS, INC.

By:   
RHONDA MENDOLA  
VICE PRESIDENT



CORPORATION ACKNOWLEDGEMENT

THE STATE OF CALIFORNIA COUNTY OF LOS ANGELES  
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared RHONDA MENDOLA known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said CHASE MORTGAGE SERVICES INC, FKA CHASE MANHATTAN MORTGAGE CORPORATION FKA CHASE HOME MORTGAGE CORPORATION SUCCESSOR BY MERGER TO TROY & NICHOLS, INC.

a corporation, and that they executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of November, 1996

  
DARRELL COLON Notary Public

prepared by:  
L.W. Kempf/NTC, 420 N. Brand Bl. 4th Glendale, CA 91203 (800) 346-9157  
when recorded return to  
Nationwide Title Clearing  
420 N. Brand Bl., 4th Fl  
Glendale, California, 91203



FILED

97 JAN 10 PM 12:36  
CLERK  
TRAVIS COUNTY, TEXAS


CHAS2 BC 2968

STEWART TITLE AUSTIN, INC.  
100 Congress, Suite 200  
Austin, Texas 78701

STATE OF TEXAS COUNTY OF TRAVIS  
I hereby certify that this instrument was FILED on the date and at the hour stamped herein by me and was duly RECORDED, as the volume and Page of this instrument appears on the RECORDS of this County, Texas, on

JAN 10 1997



  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

12850 0191

**DANA DEBEAUVOIR, COUNTY CLERK**

Date: 10/07/2011 03:23 PM

**Real Estate Index Detail**

Report # 738954 Requested by REBECCA LAFLURE (WEBPUBLIC)

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Document Information

**Instrument#:** 5830226

**Document Type:** WARRANTY DEED

**Date Received:** 08/29/1997 12:00:00 AM

**Book Type:** book\_type

**Index Status:** Permanent Index

**Book:** 13009

**Image?** ✓

**Page:** 2079

**Comments:**

Grantors

1 PRATT RUTHIE HAMMOND

Grantees

1 SPELMAN WILLIAM G.

2 SPELMAN NIYANTA P

Legal Information

1 S.75' LT 7 SHADOW LAWN

FILM CODE  
00005620555

13.  
169

GENERAL WARRANTY DEED

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

THAT RUTHIE HAMMOND PRATT

hereinafter referred to as "Grantor" (whether one or more), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by WILLIAM G. SPELMAN AND SPOUSE, NIVANTA P. THOMAS SPELMAN

hereinafter referred to as "Grantee" (whether one or more), the receipt and sufficiency of which are hereby acknowledged and confessed, and for the further consideration of the execution and delivery by said Grantee of one certain Promissory Note in the original principal sum of ONE HUNDRED SEVENTY FIVE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$ 175,200.00 ), bearing even date herewith, payable to the order of RESOURCE BANCSHARES MORTGAGE GROUP, INC. DBA RBMG

hereinafter called "Mortgagee," bearing interest at the rate therein provided; said Note containing an attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by Vendor's Lien and Superior Title retained herein in favor of said Grantor and assigned to Mortgagee, and also being secured by a Deed of Trust of even date herewith from Grantee to GEORGE M. SHANKS, JR.

Trustee(s); and

WHEREAS, Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the property hereinafter described, as evidenced by the above described Promissory Note; said Vendor's Lien and Superior Title against said property securing the payment of said Promissory Note are hereby assigned, transferred and delivered without recourse to Mortgagee; Grantor hereby conveying to said Mortgagee the said Superior Title to said property, subrogating said Mortgagee to all rights and remedies of Grantor in the premises by virtue of said lien;

And Grantor has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto said Grantee, the following described real property, to-wit:

THE SOUTH 75' OF LOT SEVEN (7), SHADOW LAWN, AN ADDITION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN BOOK 3, PAGE 71, OF THE PLAT RECORDS OF TRAVIS 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 said Grantee, his heirs and assigns FOREVER. Grantor does hereby bind himself, his heirs, executors and administrators, TO WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

ST&L#7 (REV 7-11-97)

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

13009 2079



This Deed is executed, delivered and accepted subject to all and singular any liens securing the payment of any debt created or assumed in connection herewith if such liens are described herein, ad valorem taxes for the current and all subsequent years, subsequent assessments for prior years due to changes in land usage or ownership, zoning ordinances, utility district assessments and standby fees, if any, applicable to and enforceable against the above described property, and all valid utility easements created by the dedication deed or plat of the subdivision in which said real property is located, covenants, restrictions common to the platted subdivision in which said real property is located, mineral reservations, maintenance fund liens, if any, applicable to and enforceable against the above described property as shown by the records of the County Clerk of the County in which said real property is located, and any title or rights asserted by anyone, including, but not limited to, persons, corporations, governments or other entities to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or to any land extending from the line of the harbor or bulkhead lines as established or changed by any government or to filled-in lands, or artificial islands, or to riparian rights or other statutory water rights, or the rights or interests of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of vegetation or the right of access thereto, or right of easement along and across the same, if any, applicable to and enforceable against the above described property.

But it is expressly agreed that the Grantor herein reserves and retains for himself, his heirs and assigns, a VENDOR'S LIEN as well as the Superior Title, against the above described property, premises and improvements until the above described Promissory Note and all interest therein have been fully paid according to the terms thereof, when this Deed shall become absolute.

When this Deed is executed by more than one person, or when the Grantee is more than one person, the instrument shall read as though pertinent verbs, nouns and pronouns were changed correspondingly, and when executed by or to a legal entity other than a natural person, the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns". Reference to any gender shall include either gender and in the case of a legal entity other than a natural person shall include the neuter gender, all as the case may be.

The contract between Grantor as the seller and Grantee as the buyer may contain limitations as to warranties; to the extent said contract provides for such limitations to survive this conveyance they shall be deemed incorporated herein by reference. The warranty of title contained in this deed is hereby expressly excluded from the limitations referenced in this paragraph.

DATED the 28TH day of AUGUST, 1997

*Ruthie Hammond Pratt*  
RUTHIE HAMMOND PRATT

Grantee's Mailing Address

3802 AVENUE "F"

AUSTIN, TEXAS 78751

THE STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 27<sup>th</sup> day of AUGUST, 1997  
by RUTHIE HAMMOND PRATT

My commission expires:

PHYLIS BLACKWELL  
Notary Public, State of Texas  
My Commission Expires  
DEC. 1, 1997

Phyllis Blackwell

NOTARY PUBLIC

Notary's Name (printed)

THE STATE OF  
COUNTY OF

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_

on behalf of said \_\_\_\_\_

NOTARY PUBLIC

My commission expires:

Notary's Name (printed)

FILED

97 AUG 29 PM 4:07

DANA L. BEAUVOIR  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

RETURN ORIGINAL TO:  
WILLIAM G. SPELMAN AND SPOUSE, NIYANTA P. THOMAS  
3802 AVENUE "F"  
AUSTIN, TEXAS 78751

STAL# 7-3 (REV 06-05-97)

STATE OF TEXAS COUNTY OF TRAVIS  
I hereby certify that this document was FILED on  
the date and at the time stamped herein by my self  
and was RECORDED, on the instrument and Page(s) the  
number RECORDED in Travis County, Texas, as

AUG 29 1997



Dana L. Beauvoir  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

13009 2001

RECORDS SECTION - TRAVIS COUNTY CLERK'S OFFICE  
SERIES - 1400 - FILE DATE - 8/29/97 - PAGE 1 OF 1  
FILE # - 1400 - 1400

**DANA DEBEAUVOIR, COUNTY CLERK**

Date: 10/07/2011 02:38 PM

**Real Estate Index Detail**

Report # 738903 Requested By REBECCA LAFLURE (WEBPUBLIC)

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Document Information

Instrument #: 2002215875

Document Type: DEED OF TRUST

Date Received: 11/08/2002 04:37:43 PM

Book Type: NONE

Index Status: Permanent Index

Book: 0

Image? ☒

Page: 0

Comments:

Grantors

- 1 CASIAS MICHAEL N
- 2 CASIAS MARYBETH

Grantees

- 1 SPELMAN BILL
- 2 SPELMAN NIYANTA

Legal Information

- 1 LT 19 AND 20 RECTORS SUBD PT OL 61 DIV B

Returnee Information

BILL SPELMAN  
3802 AVE F  
AUSTIN, TX 78751

## DEED OF TRUST

Date: October 18, 2002

Grantor: Michael and Marybeth Casias

Grantor's Mailing Address (including county):

P O Box 1901  
Austin, Texas 78767

Travis County

Trustee: Ann R. Gots, Attorney at Law

Trustee's Mailing Address (including county):

2401 Ridgeview  
Austin, Texas 78704

Travis County

Beneficiary: Bill and Niyanta Spelman

Beneficiary's Mailing Address (including county):

3802 Avenue F  
Austin, Texas 78751

Travis County

### Note

Date: October 18, 2002

Amount: \$60,000

Maker: Michael and Marybeth Casias

Payee: Bill and Niyanta Spelman

### Property (including any improvements):

Lots 19 and 20, rector's Subdivision of Part of Outlot 61, Division "B", an addition in Travis County, Texas, together with  $\frac{1}{2}$  of the adjacent street vacated by ordinance dated February 28, 1980, recorded in Volume 7008, Page 596, Deed Records of Travis County, Texas, More Commonly Known as 1510 East 11<sup>th</sup> Street, Austin, Texas 78702

Along with all fixtures, inventory, equipment, improvements, consumer goods and other personalty situated thereon or hereafter placed thereon, and all goods that are or will be fixtures and that are, or will be located on the property, including without limitation all heating, air conditioning and ventilation equipment, all plumbing and lighting fixtures, electrical fixtures and wiring, all built-in appliances and replacements of and additions to these fixtures, and all rights, titles and interests appurtenant thereto

Other Lien(s): None

Prior Superior Lien(s) (including recording information): None

Other Exceptions to Conveyance and Warranty: None

#### Partial Release

GRANTOR AND GRANTOR'S NOMINEES MAY SUBDIVIDE THE PROPERTY INTO LOTS AND CONSTRUCT STREETS AND ALLEYS THROUGH THE RESULTING SUBDIVISIONS. BENEFICIARY AGREES TO RELEASE ON DEMAND ALL LIENS SECURING THE NOTE TO THE EXTENT THAT THEY COVER THE STREETS AND ALLEYS AND AGREES NOT TO REQUIRE ANY ADDITIONAL CONSIDERATION FOR THAT RELEASE. FURTHER, BY PAYING BENEFICIARY THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00) PER SUBDIVIDED LOT AND BY CONTINUING GRANTOR'S OBLIGATIONS UNDER THE TERMS OF THE NOTE, GRANTOR MAY HAVE ONE OR MORE CONTIGUOUS LOTS RELEASED FROM ALL LIENS SECURING THE NOTE. EACH LOT RELEASED WILL NOT BE LESS THAN 3,500 SQUARE FEET. ALL AMOUNTS PAID FOR RELEASE OF THE LOTS WILL BE APPLIED TO THE PRINCIPAL OF THE NOTE.

For value received and to secure payment of the note as well as all renewals, extensions and rearrangements thereof, 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, and

#### 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.

#### 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 Records 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 of 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 Notwithstanding anything herein contained to the contrary, Beneficiary and any other holder of the Note shall not declare any sums owing thereunder to be immediately due and payable if default is made in the payment of any installment of principal or interest or other sum thereon, as and when the same is or becomes due, unless any such default has not been fully cured within ten (10) calendar days after notice of such default shall have been given to Grantor. Further, notwithstanding anything herein contained to the contrary, Beneficiary and any other holder of the Note shall not declare any sums owing thereunder to be immediately due and payable if default is made in the performance of any of the covenants or obligations herein contained or contained in any instrument securing the payment thereof or executed in connection therewith (other than the covenant to timely pay installments of principal and interest thereon), unless any such default has not been fully cured within thirty (30) calendar days after notice of such default shall have been given to Grantor. Any such notice shall be given in writing and shall be deemed to be given as of the third (3rd) day following the date such notice is deposited, postage prepaid, via certified mail, return receipt requested, in the U.S. mail addressed to Grantor at the address set forth above, or such other address Grantor may hereafter specify in writing to Beneficiary from time to time.

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

11 The term "note" includes all sums secured by this deed of trust.

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

13 If Grantor and Maker are not the same person, the term "Grantor" shall include Maker.

14 Grantor represents that this deed of trust and the note are given for the following purposes, to wit:

A vendor's lien against and superior title to the property are retained by the Grantee until the Note described is fully paid according to its terms, at which time the General Warranty Deed of even date shall become absolute.

EXECUTED AND DELIVERED as of the date first above written

Grantor:

Michael N. Casias  
Michael N. Casias

Marybeth Casias  
Marybeth Casias

(Grantor's Acknowledgment)

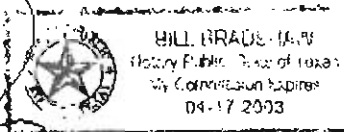
STATE OF TEXAS  
COUNTY OF TRAVIS

Before me on this day personally appeared Michael N. Casias, proved to me through  
to be the person whose name is 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 this 1st day of October A.D., 2002."

[Signature]  
Notary Public, State of Texas  
Notary's Name (printed)

Notary's commission expires



(Grantor's Acknowledgment)

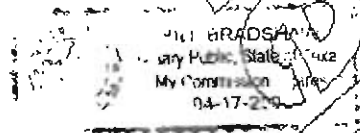
STATE OF TEXAS  
COUNTY OF TRAVIS

Before me on this day personally appeared Marybeth Casias, proved to me through  
to be the person whose name is 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 this 1st day of October A.D., 2002."

[Signature]  
Notary Public, State of Texas  
Notary's Name (printed)

Notary's commission expires



AFTER RECORDING, RETURN TO:

Bill and Niyenta Spelman  
3802 Avenue F  
Austin, TX 78751

Page 4 of 4 Deed of Trust



Final Document



**DANA DEBEAUVOIR, COUNTY CLERK**

Date: 10/07/2011 02:59 PM

**Real Estate Index Detail**

Report # 738929 Requested By REBECCA LAFLURE (WEBPUBLIC)

---

Document Information

Instrument#:	2003047016	Document Type:	RELEASE
Date Received:	03/04/2003 10:17:47 AM	Book Type:	NONE
Index Status:	Permanent Index	Book:	0
Image?	✓	Page:	0
Comments:			

Grantors

- 1 RBMG INC
- 2 RESOURCE BANCSHARES MORTGAGE GROUP INC

Grantees

- 1 SPELMAN WILLIAM G
- 2 SPELMAN NIYANTA P

Legal Information

- 1 13009 2082 REAL PROPERTY RECORDS

Returnee Information

T D SERVICE COMPANY  
1820 E FIRST ST STE 300  
SANTA ANA, CA 92705

RELEASE OF LIEN/CERTIFICATE OF SATISFACTION

Loan#: 90536 Service#: 1717602RL1

KNOW ALL MEN BY THESE PRESENTS that the undersigned, owner of the beneficial interest under a Deed Of Trust, whose parties, dates and recording information are below, does hereby acknowledge that it has received full payment and satisfaction of the same, and in consideration thereof, does hereby reconvey to the person or persons legally entitled thereto, the estate, title and interest now held by it under said Deed Of Trust in said county in the State of Texas, describing the land therein as more fully described in said Deed of Trust. Original Borrower: WILLIAM G. SPELMAN AND SPOUSE, NIYANTA P. SPELMAN. Original Trustee: GEORGE M. SHANKS, JR.. Original Beneficiary: RESOURCE BANCSHARES MORTGAGE GROUP, INC. DBA REMG. Deed of Trust Dated: AUGUST 26, 1997 Recorded on: AUGUST 29, 1997 as Instrument No. --- in Book No. 13009 at Page No. 2082

Property Address: 3802 AVENUE F, AUSTIN, TX 78751-0000 County of TRAVIS, State of TEXAS. In witness whereof, the undersigned, by the officer duly authorized, has duly executed the foregoing instrument on FEBRUARY 21, 2003 REMG, INC. FOR RESOURCE BANCSHARES MORTGAGE GROUP, INC.

By:

Julie A. Yates, Vice President

State of CALIFORNIA )  
County of ORANGE ) ss.

On FEBRUARY 21, 2003, before me, Amber L. Bookil, personally appeared Julie A. Yates, Vice President personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

(Notary Name) Amber L. Bookil



Recording Requested & Prepared By.

T.D. Service Company 1820 E. First St., Suite 300 Santa Ana, CA 92705

KELLY ASHCRAFT

And When Recorded Mail To:

T.D. Service Company 1820 E. First St., Suite 300 Santa Ana, CA 92705

(space below, county use only)

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

03-04-2003 10 17 AM 2003047016  
KNOWLESR \$8 00  
DANA DEBEAUVOR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

**DANA DEBEAUVOIR, COUNTY CLERK**

Date: 10/07/2011 03:24 PM

**Real Estate Index Detail**

Report # 738937 Requested By REBECCA LAFLURE (WEBPUBL C)

---

Document Information

**Instrument #:** 2005089389

**Document Type:** WARRANTY DEED

**Date Received:** 05/20/2005 03:13.42 PM

**Book Type:** book\_type

**Index Status:** Permanent Index

**Book:** book

**Image?** ✓

**Page:** pg

**Comments:**

Grantors

- 1 GOWBI ADITI
- 2 ARMSTRONG DAVID B

Grantees

- 1 SPELMAN WILLIAM GLENN
- 2 SPELMAN NIYANTA

Legal Information

- 1 LT 26 GILES PLACE SEC 1

Returnee Information

WILLIAM GLENN SPELMAN  
3802 AVE F  
AUSTIN, TX 78751

151 ITC/KUB/0502028-ARB  
CND # 02-1411-1610-0000

GP No.: 0502028-ARB

GENERAL WARRANTY DEED

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.

THE STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT ADITI GOWRI AND HUSBAND, DAVID E. ARMSTRONG, hereinafter referred to as "Grantor" (whether one or more), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by WILLIAM GLENN SPELMAN AND NIKANTA SPELMAN, HUSBAND AND WIFE, whose mailing address is 1711 E 38TH STREET, AUSTIN, TEXAS 78722, hereinafter referred to as "Grantee" (whether one or more), the receipt and sufficiency of which is hereby acknowledged and confessed, and for the further consideration of two notes of even date executed by GRANTEE which will be described in this paragraph and referred to as the first-lien note and second-lien note. The payment of both notes is secured in part by the vendor's lien retained in this deed. The first-lien note is in the principal amount of \$129,850.00, payable to the order of ABN AMRO MORTGAGE GROUP, INC., in consideration of its having advanced funds to GRANTOR for the full amount of the note and is secured by a first, prior and superior vendor's lien on the herein described and conveyed property and by a first-lien deed of trust of even date herewith from GRANTEE to ROBERT K. FOWLER, TRUSTEE. The second-lien note is in the principal amount of \$14,150.00, payable to the order of ABN AMRO MORTGAGE GROUP, INC., in consideration of its having advanced funds to GRANTOR for the full amount of the second-lien note. The second-lien note is secured by a second, subordinate and inferior vendor's lien on the herein described and conveyed property and by a second-lien deed of trust of even date from GRANTEE to ROBERT K. FOWLER, TRUSTEE.

And Grantor has BAROAINED, SOLD, GRANTED AND CONVEYED, and by these presents does BAROAIN, SELL, GRANT AND CONVEY, unto said Grantee, the following described real property, to-wit:

LOT 25, GILES PLACE, SECTION ONE, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 4, PAGE 318, PLAT RECORDS, TRAVIS 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 said Grantee and Grantee's heirs and assigns, FOREVER. Grantor does hereby bind Grantee and Grantor's heirs, successors, and administrators, TO WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee and Grantee's heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Taxes of every nature for the current year have been paid and are assumed by GRANTEE. This conveyance is made subject to, all and singular the restrictions, mineral reservations, royalties, conditions, covenants, and covenants, if any, applicable to and enforceable against the above-described property as reflected by the records of the County Clerk of the aforesaid County.

The first vendor's lien and superior title retained in this deed secure the payment of the first-lien note, and they are transferred to ABN AMRO MORTGAGE GROUP, INC., without recourse on the GRANTOR. The second vendor's lien and superior title retained in this deed secure payment of the second-lien note, and they are transferred to ABN AMRO MORTGAGE GROUP, INC., without recourse on the GRANTOR. The second vendor's lien and superior title secure payment of the second-lien note, and all liens securing its payment are second, subordinate, and inferior to the first-lien note, and to all liens securing payment of the first-lien note.

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 this Deed is executed by more than one person, or when the GRANTOR or GRANTEE is more than one person, the instrument shall read as though pertinent words, names and persons were changed to correspond; and when executed by or to a legal entity other than a natural person, the words "heirs, successors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns." Hereinafter, in any gender shall include either gender and, in the case of a legal entity other than a natural person, shall include the proper gender, all as the case may be.

DATED the 13 day of May, 2002, to be effective

SIGN HERE

ADITI GOWRI

DAVID E. ARMSTRONG



WD

2025089369

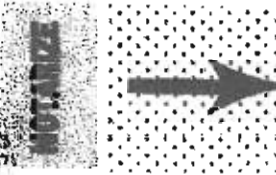
2 PGS

Canada  
Province of Ontario  
City of Ottawa  
Embassy of the  
United States of America

33

THE STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the 13<sup>th</sup> day of MAY, 2005  
by ADITY COWRI AND HUSBAND, DAVID E. ARMSTRONG.



Notary Public

Katya Thomas  
Vice-Consul of the  
United States of America

THE STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ of \_\_\_\_\_ on behalf of said \_\_\_\_\_.

Notary Public

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

2005 May 28 03:13 PM 2005089369

JUAREZ \$18.00

DANA DEBEAUVOIR COUNTY CLERK  
TRAVIS COUNTY TEXAS

After Recording, Return To:  
WILLIAM GLENN SPELMAN AND NIYANTA SPELMAN  
1342 E 39TH STREET  
AUSTIN, TEXAS 78722

3802 Avenue F  
Austin, TX. 78751

**DANA DEBEAUVOIR, COUNTY CLERK**

Date: 10/07/2011 02:55 PM

**Real Estate Index Detail**

Report # 738921 Requested By REBECCA LAFLURE (WEBPUBLIC)

---

Document Information

**Instrument#:** 2008203143

**Document Type:** ASSUMED NAMES (DBA)

**Date Received:** 12/23/2008 02:54:50 PM

**Book Type:** book\_type

**Index Status:** Permanent Index

**Book:** book

**Image?** ✓

**Page:** pg

**Comments:**

Grantors

1 BILL SPELMAN CAMPAIGN

Grantees

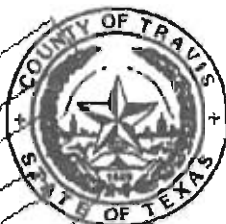
1 SPELMAN WILLIAM

Legal Information

1 P O BOX 13534 AUSTIN TX 78711 3534

Returnee Information

BILL SPELMAN  
3802 AVENUE F  
AUSTIN, TX 78751



**DANA DeBEAUVOIR**  
 Travis County Clerk  
 (512) 854-8188  
 P. O. Box 149325, Austin, Texas 78714-9325  
 5501 Airport Blvd, Austin, Texas 78751  
 www.co.travis.tx.us



AN 2008203143  
 2 PGS

## Assumed Name Records Certificate of Ownership For Unincorporated Business or Profession

Notice: "Certificates of Ownership" are valid only for a period not to exceed 10 years from the date filed in the County Clerk's Office (Chapter 36, Section 1, Title 4 of the Business and Commerce Code). This Certificate properly executed is to be filed immediately with the County Clerk.

Business Name: **BILL SPELMAN CAMPAIGN**

Business Address: **PO BOX 13534**

City: **AUSTIN** State: **TX** ZIP Code: **787113534**

This Assumed Name will be used for 10 years unless indicated here:

Business is to be conducted as (check one):

- ☒ Proprietorship ☐ Joint Venture ☐ Real Estate Investment Trust ☐ Joint Stock Company  
☐ Limited Partnership ☐ Sole Practitioner ☐ General Partnership ☐ Other (name type):

I/WE, the undersigned, are the owner(s) of the above business and my/our name(s) and address(es) given is/are true and correct and There is/are no ownership(s) in said business other than those listed herein below. Names of owners:

Name **WILLIAM SPELMAN** Signature   
 Residence Address **3802 AVENUE F** City **AUSTIN** State **TX** ZIP **78751-5008**  
 Name \_\_\_\_\_ Signature \_\_\_\_\_  
 Residence Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Name \_\_\_\_\_ Signature \_\_\_\_\_  
 Residence Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

**FOR USE BY NOTARY AND CLERK OF THE COURT, DEPUTY.** The State of Texas and County of Travis:

Before me, the undersigned authority, on this day personally appeared: **William Spelman**  
 known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they signed the same purpose and consideration therein expressed. Given under my hand and seal of office, on **December 23**, 20 **08**.

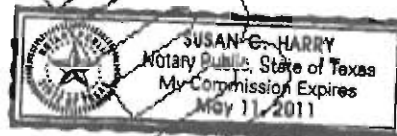
Signature of Notary Public in and for the State of Texas or Clerk of the Court, Deputy

**INFORMATION WHERE DOCUMENT SHOULD BE RETURNED**  
 (to be completed by applicant):

In the spaces below, clearly print the name, address, city, state, and ZIP code where this document should be returned:

**BILL SPELMAN**  
**3802 AVENUE F**  
**AUSTIN, TX 78751-5008**

Seal of the Notary Public or Clerk of the Court, Deputy



Form of identification presented: **Idolus Rind**

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

2008 Dec 23 02:54 PM 2008203143

GONZALES \$14.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

Unofficial Document



**DANA DEBEAUVOIR, COUNTY CLERK**

Date: 10/07/2011 03:17 PM

**Real Estate Index Detail**

Report # 738944 Requested By REBECCA LAFLURE (WEBPUBLIC)

Document Information

<b>Instrument#:</b> 2009206426	<b>Document Type:</b> RELEASE
<b>Date Received:</b> 12/15/2009 02:25:39 PM	<b>Book Type:</b> NONE
<b>Index Status:</b> Permanent Index	<b>Book:</b> book
<b>Image?</b> ✓	<b>Page:</b> pg
<b>Comments:</b>	

Grantors

- 1 WELLS FARGO BANK
- 2 WELLS FARGO HOME MORTGAGE INC

Grantees

- 1 SPELMAN WILLIAM G
- 2 SPELMAN NIYANTA P

Legal Information

- 1 3802 AVE F AUSTIN TX

Related Documents

- |   |            |   |      |   |   |    |
|---|------------|---|------|---|---|----|
| 1 | 2003007571 | 0 | NONE | 0 | 0 | DT |
|---|------------|---|------|---|---|----|

Returnee Information

INGEO SYSTEMS INC  
ERETURNED

ELECTRONICALLY RECORDED

2009206426

TRV

1

PGS

Return To:  
WELLS FARGO HOME MORTGAGE  
L & L RELEASE DEPT.  
MAC X9400-L1C  
11200 W PARKLAND AVE  
MILWAUKEE WI 53224

Prepared By:  
WELLS FARGO HOME MORTGAGE  
MARIE RHODES  
X9400-L1C  
11200 W PARKLAND AVE  
MILWAUKEE WI 53224

Loan Number: 0223142324

MERS ID:

MERS Telephone:

Deed of Release

For Value Received, the present undersigned Beneficiary under a deed of trust executed by WILLIAM G. SPELMAN AND WIFE, NIYANTA P. SPELMAN, as Grantor/Trustor, to THOMAS E. BLACK, JR., as Trustee dated 01/02/2003, certifies that the Deed of Trust has been fully paid, satisfied or otherwise discharged. The Deed of Trust was recorded in the Deed of Trust Records of Travis County, TX on 01/13/2003, and is indexed as Volume Page, File No. 2003007571. The undersigned releases and reconveys, without covenant or warranty, the Deed of Trust and all of its right, title and interest which was acquired by the Trustee under the Deed of Trust, in the property located at: 3802 AVENUE F, AUSTIN, TX 78751

IN WITNESS WHEREOF, Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, Inc., by the officers duly authorized, has duly executed the foregoing instrument.

Dated this: 12/15/2009

Lender: Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, Inc.

*Karen Kremel*

KAREN KREMEL, Vice President, Loan Documentation

State of WI, County of Milwaukee

This instrument was acknowledged before me LINDA KRAUSE, a notary public in and for Milwaukee county, in the state of WI on 12/15/2009 by KAREN KREMEL as Vice President, Loan Documentation of Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, Inc.

Witness my hand.

*Linda Krause*

LINDA KRAUSE

Notary Public for said state and county

Expires: 11/11/2012



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVORE, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

December 15 2009 02:25 PM

FEE: \$ 18.00 2009206426

**DANA DEBEAUVOIR, COUNTY CLERK**

Date: 10/07/2011 03:26 PM

**Real Estate Index Detail**

Report # 738960 Requested By REBECCA LAFLURE (WEBPUBLIC)

---

Document Information

Instrument #: 2010014579

Document Type: RELEASE

Date Received: 02/01/2010 11:27:32 AM

Book Type: book\_type

Index Status: Permanent Index

Book: book

Image? ☒

Page: pg

Comments:

Grantors

1 WEBSTER BANK

Grantees

1 SPELMAN WILLIAM GLENN

2 SPELMAN NIYANTA

Legal Information

1 1712 E 38TH STREET AUSTIN TX 78722

Related Documents

1 2005089371 0

DT

Returnee Information

WEBSTER BANK  
PO BOX 30  
WATERBURY CT 06720



REL 2010014579  
1 PG

Space Above for Recorder's Use Only

TXRel-REL 01/17/2009 Copyright © 2009 by ARK N.L.L.

Recording Requested By:  
Webster Bank  
Where Recorded Return To:  
Webster Bank  
P.O. Box 30  
Waterbury, CT 06720-9962  
Property Address:  
1712 E 38TH STREET  
AUSTIN, TX 78722

WEB 255 0649269124

CR#8:02/10/2010-PR#8:R123-POF  
Date:01/11/2010-Print Batch ID:102335

Grantee's Mailing Address: WILLIAM C SPELMAN  
3802 AVENUE I  
AUSTIN, TX 78751-5008



## RELEASE OF LIEN

## Know All Men By These Presents:

That Webster Bank, National Association, whose address is 145 Bank Street, Waterbury, CT, 06410, in consideration of payment in full according to the face and tenor thereof, of a certain promissory note in the amount described below and payable to the Beneficiary described below and described more fully in the Deed of Trust referenced below,

Borrowers: WILLIAM GLENN SPELMAN AND NIYANTA SPELMAN, HUSBAND AND WIFE

Original Trustee: ROBERT K FOWLER

Original Mortgagee: ABN AMRO MORTGAGE GROUP, INC.

Date of Mortgage: 05/17/2005

Loan Amount: \$16,150.00

Recording Date: 05/20/2005 Book: N/A Page: N/A Document #: 2005089371

Comments: Assigned to Webster Bank, NA recorded 10/17/2005 Doc # 2005193454 and recorded in the official records of the County of Travis, State of Texas affecting Real Property and more particularly described on said Mortgage referred to herein

Webster Bank, National Association, the owner and holder of said note, does hereby release the lien shown by said instrument to exist upon the following described property, to secure payment of said note, via:

IN WITNESS WHEREOF, the said corporation has caused these presents to be signed by its duly authorized officers on this date of 01/22/2010.

Webster Bank, National Association

Adele DiNuzzo  
Assistant Vice President

State of CT  
County of New Haven

On this date of 01/22/2010, before me the undersigned authority, personally appeared Adele DiNuzzo, personally known to me to be the person whose name is subscribed as the Assistant Vice President of Webster Bank, National Association, a corporation, on the within instrument, who, being duly affirmed, acknowledged to me that he/she being authorized to do so, in the capacity therein stated, executed the within instrument for and on behalf of the corporation, as its free and voluntary act and deed, for the consideration, uses and purposes therein contained.

Witness my hand and official seal on the date hereinabove set forth.

Notary Public: Janet B. Carey  
My Commission Expires: 03/31/2014

This Space for Recorder's Use Only

SEAL

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2010 Feb 01 11:27 AM 2010014579

DAVID \$18.00

DANA DEBEAUVOIR COUNTY CLERK  
TRAVIS COUNTY TEXAS

**DANA DEBEAUVOIR, COUNTY CLERK**

Date: 10/07/2011 02:57 PM

**Real Estate Index Detail**

Report # 738926 Requested By REBECCA LAFLURE (WEBPUBLIC)

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Document Information

Instrument #: 2011017676

Document Type: WARRANTY DEED

Date Received: 02/03/2011 11:35:40 AM

Book Type: book\_type

Index Status: Permanent Index

Book: book

Image? ☒

Page: pg

Comments:

Grantors

- 1 11TH STREET NEIGHBORHOOD PARTNERS LTD
- 2 EAST VILLAGE CONDO LLC

Grantees

- 1 SPELMAN WILLIAM
- 2 SPELMAN NIYANTA P

Legal Information

- 1 UNIT 209 OF THE EAST VILLAGE CONDOMINIUM

Returnee Information

WILLIAM SPELMAN & NIYANTA P SPELMAN  
3802 AVENUE F  
AUSTIN, TX 78751



SKN

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.

### Warranty Deed with Vendor's Lien

Date: January 25, 2011

Grantor: 11<sup>th</sup> Street Neighborhood Partners, Ltd., a Texas limited partnership

Grantor's Mailing Address: P. O. Box 1901  
Austin, Texas 78767-1901

Grantee: William Spelman and Niyanta P. Spelman

Grantee's Mailing Address: 3802 Avenue F  
Austin, Texas 78751

Consideration: A Promissory Note in the original principal sum of One Hundred Seventy Six Thousand and No/100 Dollars (\$176,000.00) payable to the order of University Federal Credit Union, which Promissory Note is secured by a Deed of Trust of even date to Chris Peirson, Trustee.

The debt evidenced by said Note is in part payment of the purchase price of the Property. The debt is secured by a deed of trust and by a vendor's lien on the Property, which is expressly retained. The lien created by the deed of trust and the vendor's lien is transferred to Lender by this deed. The deed of trust does not waive the vendor's lien, and the two liens and the rights created by said deed of trust are cumulative. Lender may elect to foreclose under either of the liens without waiving the other or may foreclose under both.

Property (including any improvements):

Unit 209, together with the undivided interest in and to the Common Elements appurtenant thereto, of THE EAST VILLAGE CONDOMINIUM, a condominium project in Travis County, Texas, according to the Declaration of Condominium, recorded under Document Number 2007227513, of the Official Public Records of Travis County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Liens, if any, described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property;

and taxes for the current year, which Grantee assumes and agrees to pay.

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.


University Federal Credit Union, 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 Lender and are transferred to Lender without recourse against Grantor.

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

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

11<sup>th</sup> Street Neighborhood Partners, Ltd., a Texas limited partnership

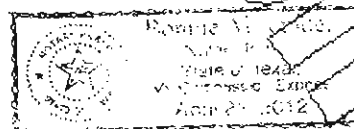
By: East Village Condo, LLC, a Texas limited liability company, its General Partner

By:   
Michael N. Casias, President of Managing Partner

STATE OF TEXAS )  
COUNTY OF )

This instrument was acknowledged before me January 31, 2011, by Michael N. Casias, President of Managing Partner, of East Village Condo, LLC, a Texas limited liability company, its General Partner of 11<sup>th</sup> Street neighborhood Partners, Ltd., a Texas limited partnership, on behalf of said partnership.

  
Notary Public, State of Texas



GF#1012284-BA

Grantee's Address/Return to:

William Spelman and Niyanta P. Spelman

3802 Avenue F

Austin, Texas 78751

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

Feb 03, 2011 11:35 AM

2011017676

MAXIMUM: \$24.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS



**DANA DEBEAUVOIR, COUNTY CLERK**

Date: 10/07/2011 03:01 PM

**Real Estate Index Detail**

Report # 738931 Requested By REBECCA LAFLURE (WEBPUBLIC)

Document Information

<b>Instrument#:</b> 2004054312	<b>Document Type:</b> RELEASE
<b>Date Received:</b> 03/24/2004 11:10:47 AM	<b>Book Type:</b> book_type
<b>Index Status:</b> Permanent Index	<b>Book:</b> book
<b>Image?</b> ✓	<b>Page:</b> pg
<b>Comments:</b>	

Grantors

1 ABN AMRO MORTGAGE GROUP INC

Grantees1 SPELMAN WILLIAM G  
2 SPELMAN NIYANTHA PLegal Information

1 3802 AVENUE F AUSTIN TX 78751 PIN 02190605130000

Related Documents

1 2002235843 0 NONE 0 0 DT

Returnee InformationWILLIAM G. SPELMAN  
3802 AVE F  
AUSTIN, TX 78751

UNRECORDED

NEL

2004054312

1 PO

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.

RELEASE OF LIEN

LOAN NO. 0627207043

THE STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT **ABN AMRO MORTGAGE GROUP, INC.**, 7159 Corklan Drive, Jacksonville, FL 32258, the undersigned, of the County of Duval, and State of Florida, the legal and equitable owner and holder of that one certain promissory note in the original principal sum of \$ 162,850.00 dated SEPTEMBER 20, 2002, executed by **WILLIAM G. SPELMAN AND NIYANTHA P SPELMAN, HUSBAND AND WIFE**

Recorded DECEMBER 6, 2002 under Film Code U66392, DOCUMENT NO. 2002235843  
County of TRAVIS;

Property Address: **3802 AVENUE F AUSTIN TX 78751**

payable to the order of **PACIFIC GUARANTEE MORTGAGE CORP.**, as original mortgagee, more fully described in a Plat, duly recorded of the Register of Deeds of TRAVIS County, and said note being secured by real estate against the following property described as:  
Tax ID: 02-1906-0513-0000

for and in consideration of the full and final payment of all indebtedness secured by the aforesaid lien of liens, the receipt of which is hereby acknowledged, has released and discharged, and by these presents hereby releases and discharges, the above described property from all liens held by the undersigned securing said indebtedness.

EXECUTED THIS DAY MARCH 22, 2004

ABN AMRO MORTGAGE GROUP, INC.

BY: Terrell Wilson  
TERRELL WILSON  
Assistant Vice President

STATE OF Florida (SS.  
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this day MARCH 22, 2004 by **TERRELL WILSON**, the foregoing officer of **ABN AMRO MORTGAGE GROUP, INC.**.

[Signature]  
Notary Public



Notary Public  
MY COMMISSION EXPIRES  
November 11, 2006  
WILSON & ASSOCIATES, P.A.

After Recording Return To:  
**WILLIAM G. SPELMAN**  
3802 AVE F  
AUSTIN TX 78751

Prepared by:  
Chandra Legaspi  
ABN AMRO MORTGAGE GROUP, INC.  
7159 Corklan Drive  
Jacksonville, FL 32258

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

[Signature]

2004 Mar 24 11:30 AM 2004054312

SRUCEDOC \$14.00

DANA DEBERUVIDER COUNTY CLERK  
TRAVIS COUNTY TEXAS

**DANA DEBEAUVOIR, COUNTY CLERK**

Date: 10/07/2011 03:19 PM

**Real Estate Index Detail**

Report # 738947 Requested By REBECCA LAFLURE (WEBPUBLIC)

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Document Information

**Instrument#:** 2011102959

**Document Type:** POWER OF ATTORNEY

**Date Received:** 07/18/2011 01:51:07 PM

**Book Type:** book\_type

**Index Status:** Permanent Index

**Book:** book

**Image?** ✓

**Page:** pg

**Comments:**

Grantors

1 SPELMAN JULIA P

Grantees

1 SPELMAN WILLIAM G

2 SPELMAN JANICE C

3 SPELMAN JASIEL

Legal Information

1 SEE INSTRUMENT

Returnee Information

JANICE SPELMAN  
3926 CANYON GLEN CIRCLE  
AUSTIN, TX 78732



TRV

2011102959

3 PGS

## STATUTORY DURABLE POWER OF ATTORNEY

**NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, CHAPTER XII, TEXAS PROBATE CODE (THE "ACT"). IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.**

I, Julia P. Spelman, as principal, appoint my son, William G. Spelman, who resides at 3802 Avenue F, Austin, Texas 78751, and my daughter, Janice C. Spelman, who resides at 3926 Canyon Glen Circle, Austin, Texas 78732, acting jointly, as my agents (attorneys-in-fact) to act for me in any lawful way with respect to all of the following powers except for a power that I have crossed out below.

*TO WITHHOLD A POWER, YOU MUST CROSS OUT EACH POWER WITHHELD.*

real property transactions;  
tangible personal property transactions;  
stock and bond transactions;  
commodity and option transactions;  
banking and other financial institution transactions;  
business operating transactions;  
insurance and annuity transactions;  
estate, trust, and other beneficiary transactions;  
claims and litigation;  
personal and family maintenance;  
benefits from social security, Medicare, Medicaid, or other governmental programs or civil or military service;  
retirement plan transactions; and  
tax matters.

*IF NO POWER LISTED ABOVE IS CROSSED OUT, THIS DOCUMENT SHALL BE CONSTRUED AND INTERPRETED AS A GENERAL POWER OF ATTORNEY AND MY AGENT (ATTORNEY-IN-FACT) SHALL HAVE THE POWER AND AUTHORITY TO PERFORM OR UNDERTAKE ANY ACTION I COULD PERFORM OR UNDERTAKE IF I WERE PERSONALLY PRESENT.*

### SPECIAL INSTRUCTIONS

*THIS DURABLE POWER OF ATTORNEY HAS THE MEANING AND EFFECT OF A "STATUTORY DURABLE POWER OF ATTORNEY" UNDER THE ACT. THE FOLLOWING ADDITIONAL PROVISIONS THAT ARE INCORPORATED IN THIS DURABLE POWER OF ATTORNEY HAVE NO EFFECT ON THE VALIDITY OF THIS POWER OF ATTORNEY AS MEETING THE REQUIREMENTS OF A STATUTORY DURABLE POWER OF ATTORNEY UNDER THE ACT.*

In addition, I grant my agent (attorney-in-fact) authority with respect to the following powers except for a power that I have crossed out below.

*TO WITHHOLD A POWER, YOU MUST CROSS OUT THE POWER WITHHELD.*

gift transactions; and  
revocable trust transactions.

4580199.1  
1.148

Janice Spelman

3926 Canyon Glen Circle

Austin, TX 78732

In this statutory durable power of attorney, the language conferring authority with respect to gift transactions empowers the attorney-in-fact or agent to: (1) apply my property to institute or continue any annual gift program for the benefit of my family as the agent deems advisable, after considering my ability to make gifts, the tax consequences of the gifts, and the donees' respective needs; (2) make gifts directly to members of my family or to trusts for their benefit; and (3) create irrevocable trusts on my behalf for the benefit of the members of my family.

In this statutory durable power of attorney, the language conferring authority with respect to revocable trust transactions empowers the attorney-in-fact or agent to: (1) establish a trust for my benefit upon such terms as the agent deems advisable, as long as that trust provides for the disposition of the remaining trust estate upon my death to the personal representative of my estate to be disposed of as a portion of my estate, and reserves for me the right to alter, amend or revoke the trust as long as I am not legally disabled; and (2) transfer any of my property to that trust as the agent deems advisable.

No power granted in this durable power of attorney shall be broad enough to cause the agent to be taxed on any of my income or cause the agent's estate to be subject to taxation by reason of the powers granted in this durable power of attorney. Specifically, the agent shall not have a general power of appointment in any of my property, as that term is defined in Section 2041 of the Internal Revenue Code of 1986, as amended.

I agree to indemnify the agent for any claims that arise against the agent, including expenses, costs and reasonable attorneys' fees, in connection with carrying out the powers granted in this durable power of attorney. No agent need furnish any bond or other security.

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT:

None

(THIS IS THE END OF THE SPECIAL INSTRUCTIONS.)

UNLESS YOU DIRECT OTHERWISE, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

CHOOSE ONE OF THE FOLLOWING ALTERNATIVES BY CROSSING OUT THE ALTERNATIVE NOT CHOSEN.

- (A) This power of attorney is not affected by my subsequent disability or incapacity.
- (B) ~~This power of attorney becomes effective upon my disability or incapacity.~~

YOU SHOULD CHOOSE ALTERNATIVE (A) IF THIS POWER OF ATTORNEY IS TO BECOME EFFECTIVE ON THE DATE IT IS EXECUTED.

IF NEITHER (A) NOR (B) IS CROSSED OUT, IT WILL BE ASSUMED THAT YOU CHOSE ALTERNATIVE (A).

A person shall be considered disabled or incapacitated for purposes of this power of attorney if a physician certifies in writing at a date later than the date this power of attorney is executed that, based on the physician's medical examination of that person, that person is mentally incapable of managing his or her financial affairs. If a physician examines me for this purpose, I authorize the physician to disclose my physical or mental condition to another person for purposes of this power of attorney. A third party who accepts this power of attorney is fully protected from any action taken under this power of attorney that is based on the determination made by a physician of the disability or incapacity of myself or any attorney-in-fact or agent. No physician shall be civilly liable for making any certification as to a disability or the termination of a disability.

I agree that any third party who receives a copy of this document may act under it. Revocation of the durable power of attorney is not effective as to a third party until the third party receives actual notice of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Any agent named by me shall be considered (i) able and willing to act if that person has not died, become disabled or incapacitated, resigned, or refused to accept this power of appointment, and (ii) unable or unwilling to act if that person has died, become disabled or incapacitated, resigned, or refused to accept this power of appointment.

If William G. Spelman is unable or unwilling to act, I name Jasiel Spelman as successor co-agent. If Janice C. Spelman is unable or unwilling to act, I name the other agent who is able and willing to act as sole agent.

Signed this 10<sup>th</sup> day of July, 2011.

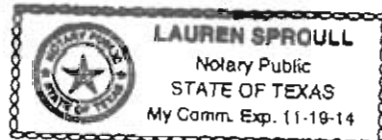
Julia P. Spelman  
Principal: Julia P. Spelman

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 10<sup>th</sup> day of July, 2011, by Julia P. Spelman.

(Seal)



Dana DeBeauvoir  
Notary Public, State of Texas

**THE ATTORNEY-IN-FACT OR AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.**

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Jul 18, 2011 01:51 PM

BARTHOLOMEW \$24.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

**DANA DEBEAUVOIR, COUNTY CLERK**

Date: 10/07/2011 03:22 PM

**Real Estate Index Detail**

Report # 738951 Requested By REBECCA LAFLURE (WEBPUBLIC)

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Document Information

<b>Instrument #:</b> 2011102960	<b>Document Type:</b> POWER OF ATTORNEY
<b>Date Received:</b> 07/18/2011 01:51:07 PM	<b>Book Type:</b> book_type
<b>Index Status:</b> Permanent Index	<b>Book:</b> book
<b>Image?</b> ✓	<b>Page:</b> pg
<b>Comments:</b>	

Grantors

1 SPELMAN DENNIS GLENN

Grantees

1 SPELMAN WILLIAM G  
2 SPELMAN JANICE C  
3 SPELMAN JASIEL

Legal Information

1 SEE INSTRUMENT

Returnee Information

JANICE SPELMAN  
3926 CANYON GLEN CIRCLE  
AUSTIN, TX 78732



TRV

2011102960

3 PGS

## STATUTORY DURABLE POWER OF ATTORNEY

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I, Dennis Glenn Spelman, as principal, appoint my son, William G. Spelman, who resides at 3802 Avenue F, Austin, Texas 78751, and my daughter, Janice C. Spelman, who resides at 3926 Canyon Glen Circle, Austin, Texas 78732, acting jointly, as my agents (attorneys-in-fact) to act for me in any lawful way with respect to all of the following powers except for a power that I have crossed out below.

TO WITHHOLD A POWER, YOU MUST CROSS OUT EACH POWER WITHHELD.

real property transactions (Section 492 of the Act);  
tangible personal property transactions (Section 493 of the Act);  
stock and bond transactions (Section 494 of the Act);  
commodity and option transactions (Section 495 of the Act);  
banking and other financial institution transactions (Section 496 of the Act);  
business operating transactions (Section 497 of the Act);  
insurance and annuity transactions (Section 498 of the Act);  
estate, trust, and other beneficiary transactions (Section 499 of the Act);  
claims and litigation (Section 500 of the Act);  
personal and family maintenance (Section 501 of the Act);  
benefits from social security, Medicare, Medicaid, or other governmental  
programs or civil or military service (Section 502 of the Act);  
retirement plan transactions (Section 503 of the Act); and  
tax matters (Section 504 of the Act).

IF NO POWER LISTED ABOVE IS CROSSED OUT, THIS DOCUMENT SHALL BE CONSTRUED AND INTERPRETED AS A GENERAL POWER OF ATTORNEY AND MY AGENT (ATTORNEY-IN-FACT) SHALL HAVE THE POWER AND AUTHORITY TO PERFORM OR UNDERTAKE ANY ACTION I COULD PERFORM OR UNDERTAKE IF I WERE PERSONALLY PRESENT.

### SPECIAL INSTRUCTIONS:

THIS DURABLE POWER OF ATTORNEY HAS THE MEANING AND EFFECT OF A "STATUTORY DURABLE POWER OF ATTORNEY" UNDER THE ACT. THE FOLLOWING ADDITIONAL PROVISIONS THAT ARE INCORPORATED IN THIS DURABLE POWER OF ATTORNEY HAVE NO EFFECT ON THE VALIDITY OF THIS POWER OF ATTORNEY AS MEETING THE REQUIREMENTS OF A STATUTORY DURABLE POWER OF ATTORNEY UNDER THE ACT.

In addition, I grant my agent (attorney-in-fact) authority with respect to the following powers except for a power that I have crossed out below.

TO WITHHOLD A POWER, YOU MUST CROSS OUT THE POWER WITHHELD.

gift transactions; and  
revocable trust transactions.

4580199.1  
1.148

Janice Spelman  
3926 Canyon Glen Circle  
Austin, Tx 78732



In this statutory durable power of attorney, the language conferring authority with respect to gift transactions empowers the attorney-in-fact or agent to: (1) apply my property to institute or continue any annual gift program for the benefit of my family as the agent deems advisable, after considering my ability to make gifts, the tax consequences of the gifts, and the donees' respective needs; (2) make gifts directly to members of my family or to trusts for their benefit; and (3) create irrevocable trusts on my behalf for the benefit of the members of my family.

In this statutory durable power of attorney, the language conferring authority with respect to revocable trust transactions empowers the attorney-in-fact or agent to: (1) establish a trust for my benefit upon such terms as the agent deems advisable, as long as that trust provides for the disposition of the remaining trust estate upon my death to the personal representative of my estate to be disposed of as a portion of my estate, and reserves for me the right to alter, amend or revoke the trust as long as I am not legally disabled; and (2) transfer any of my property to that trust as the agent deems advisable.

No power granted in this durable power of attorney shall be broad enough to cause the agent to be taxed on any of my income or cause the agent's estate to be subject to taxation by reason of the powers granted in this durable power of attorney. Specifically, the agent shall not have a general power of appointment in any of my property, as that term is defined in Section 2041 of the Internal Revenue Code of 1986, as amended.

I agree to indemnify the agent for any claims that arise against the agent, including expenses, costs and reasonable attorneys' fees, in connection with carrying out the powers granted in this durable power of attorney. No agent need furnish any bond or other security.

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT:

None

(THIS IS THE END OF THE SPECIAL INSTRUCTIONS.)

UNLESS YOU DIRECT OTHERWISE, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

CHOOSE ONE OF THE FOLLOWING ALTERNATIVES BY CROSSING OUT THE ALTERNATIVE NOT CHOSEN.

- (A) This power of attorney is not affected by my subsequent disability or incapacity.
- (B) ~~This power of attorney becomes effective upon my disability or incapacity.~~

YOU SHOULD CHOOSE ALTERNATIVE (A) IF THIS POWER OF ATTORNEY IS TO BECOME EFFECTIVE ON THE DATE IT IS EXECUTED.

IF NEITHER (A) NOR (B) IS CROSSED OUT, IT WILL BE ASSUMED THAT YOU CHOSE ALTERNATIVE (A).


UNRECORDED  
A person shall be considered disabled or incapacitated for purposes of this power of attorney if a physician certifies in writing at a date later than the date this power of attorney is executed that, based on the physician's medical examination of that person, that person is mentally incapable of managing his or her financial affairs. If a physician examines me for this purpose, I authorize the physician to disclose my physical or mental condition to another person for purposes of this power of attorney. A third party who accepts this power of attorney is fully protected from any action taken under this power of attorney that is based on the determination made by a physician of the disability or incapacity of myself or any attorney-in-fact or agent. No physician shall be civilly liable for making any certification as to a disability or the termination of a disability.

I agree that any third party who receives a copy of this document may act under it. Revocation of the durable power of attorney is not effective as to a third party until the third party receives actual notice of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Any agent named by me shall be considered (i) able and willing to act if that person has not died, become disabled or incapacitated, resigned, or refused to accept this power of appointment, and (ii) unable or unwilling to act if that person has died, become disabled or incapacitated, resigned, or refused to accept this power of appointment.

If William G. Spelman is unable or unwilling to act, I name Jasiel Spelman as successor co-agent. If Janice C. Spelman is unable or unwilling to act, I name the other agent who is able and willing to act as sole agent.

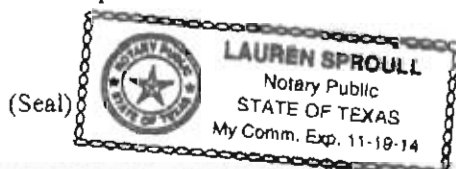
Signed this 10<sup>th</sup> day of July, 2011.

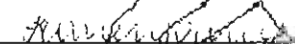
  
Principal: Dennis Glenn Spelman

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 10<sup>th</sup> day of July, 2011, by Dennis Glenn Spelman.

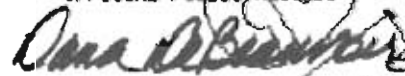


  
Notary Public, State of Texas

**THE ATTORNEY-IN-FACT OR AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.**

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS



Jul 18, 2011 01:51 PM

BARTHOLOMEW: \$24.00

Dana DeBeauvoir, County Clerk  
Travis County TEXAS