

Loan No: 1156993
Borrower: MICHAEL W. MARTINEZ

Date ID: 708

CAD 04-2501-0129-0000

WARRANTY DEED WITH VENDOR'S LIEN

FILM CODE

00005740038

Date: May 28, 1998

Grantor: LEROY E. CRAWFORD AND WIFE, FRANCIS ANN CRAWFORD

Grantee: MICHAEL W. MARTINEZ AND WIFE, LISA K. MARTINEZ

Grantee's Mailing Address (including county):

601 RED BUTE TRAIL
SAN LEANRA, TEXAS 76748
TRAVIS County

Consideration:

TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration and note(s) of even date executed by Grantee payable to the order of

TEMPLE INLAND MORTGAGE CORPORATION

("Lender").

in the amount(s) of \$ 49,800.00

the note(s) being secured in whole or in part by vendor's lien retained in favor of Lender in this deed and also secured by a deed of trust of even date from Grantee to

JOHN H. HARRIS,

Trustee.

Property (including any improvements):

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Reservations from and Exceptions to Conveyance and Warranty:

Any and all restrictions and easements of record.

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

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13195 2210

1500

4980092

EXHIBIT "A"

BEING 1.35 ACRES OF LAND OUT OF AND A PART OF THE S. P. SLAUGHTER LEAGUE, TRAVIS COUNTY, TEXAS CONSISTING OF THREE TRACTS AS FOLLOWS: TRACT I, BEING 0.45 ACRE CONVEYED UNTO LEROY E. CRAWFORD BY DEED RECORDED IN VOLUME 1947, PAGE 354, DEED RECORDS OF TRAVIS COUNTY, TEXAS, ALSO KNOWN AS LOT 163, LLOYD E. ARNOLD'S SAN LEANNA ESTATES SUBDIVISION, AN UNRECORDED SUBDIVISION; TRACT II, BEING 0.45 ACRE CONVEYED UNTO LEROY E. CRAWFORD BY DEED RECORDED IN VOLUME 4627, PAGE 487, DEED RECORDS OF TRAVIS COUNTY, TEXAS, ALSO KNOWN AS LOT 162, LLOYD E. ARNOLD'S SAN LEANNA ESTATES SUBDIVISION, AN UNRECORDED SUBDIVISION; TRACT III, BEING 0.45 ACRE CONVEYED UNTO LEROY E. CRAWFORD BY DEED RECORDED IN VOLUME 4585, PAGE 1944 DEED RECORDS OF TRAVIS COUNTY, TEXAS, ALSO KNOWN AS LOT 161, LLOYD E. ARNOLD'S SAN LEANNA ESTATES SUBDIVISION, AN UNRECORDED SUBDIVISION; SAID 1.35 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/4" diameter iron pin found at the northeast corner hereof at the northeast corner said Tract I (Lot 163) on the south right-of-way of Red Bud Trail, said iron pin being also the northwest corner of that certain tract (Lot 164, said Lloyd E. Arnold's San Leanna Estates Subdivision) conveyed unto John Wilson by Deed recorded in Volume 2527, Page 25 of the Deed Records of Travis County, Texas;

THENCE with the east line hereof, the east line of said Tract I and the west line of said Wilson tract, S 10°-18'-00" E (Bearing Basis of herein description) 193.14 feet to a 1/4" diameter iron pin found at the southeast corner hereof on the north line of that certain tract conveyed unto Edwin Ray Ballinger by Deed recorded in Volume 3776, Page 349 of the Deed Records of Travis County, Texas;

THENCE with the south line hereof, the south line of said Tract I, and the north line of said Ballinger tract, N 88°-38'-02" W 38.76 feet to a 1/4" diameter iron pin found at an angle point and the northwest corner of said Ballinger tract and the northeast corner of that certain tract conveyed unto Richard D. LaFleur by Deed recorded in Volume 5177, Page 1791, Deed Records of Travis County, Texas;

THENCE continuing with the south line hereof, the south line of said Tracts I, II, III and the north line of said LaFleur tract, the following four (4) calls:

1. N 77°-04'-47" W 62.03 feet to a 1/4" diameter iron pin found;
2. N 77°-05'-12" W 94.19 feet to a 1/4" diameter iron pin found;
3. N 77°-50'-14" W 5.78 feet to a 1/4" diameter iron pin found;
4. N 80°-21'-19" W 99.93 feet to a 1/4" diameter iron pin found at the southwest corner hereof at the southeast corner of that certain tract (Lot 160, said Lloyd E. Arnold's San Leanna Estates Subdivision) conveyed unto Arthur E. Gurley by Deed recorded in Volume 4276, Page 1840, Deed Records of Travis County, Texas;

THENCE with the west line hereof, the west line of Tract III (Lot 161) and the east line of said Gurley tract, N 10°-20'-54" E 194.67 feet to a 1/4" diameter iron pin found at the northwest corner hereof on said south right-of-way of Red Bud Trail;

THENCE with the north line hereof, the north line of said Tract III, III, I and said south right-of-way line of Red Bud Trail, the following three (3) calls:

1. S 79°-38'-47" E 99.91 feet to a 1/4" diameter iron pin found;
2. S 79°-48'-40" E 99.97 feet to a 1/4" diameter iron pin found;
3. S 79°-49'-19" E 100.00 feet to the Point-of-Beginning.

As Surveyed By:

POINT-LINE SERVICES, INC.

Malvin G. Lindsey
Malvin G. Lindsey, RPLS #1587

Job No. 8410598
GF No. 4980092

PLS/MS-11



REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13195 2212

LOAN NO.: 1000747
NAME: MARTINEZ

185770-K (10)

FILM CODE

00005894474

RELEASE OF LIEN

STATE OF TEXAS

COUNTY OF TRAVIS

THAT THE undersigned, of the County of Travis, and State of Texas, the legal and equitable owner and holder of one certain Promissory Note in the principal sum of \$99,750.00, dated MARCH 27, 1996, executed by MIKE W. MARTINEZ AND WIFE, LISA K. MARTINEZ, payable to the order of TEMPLE-INLAND MORTGAGE CORPORATION, A CORPORATION, more fully described in that certain Deed of Trust, duly recorded in Volume 12655, on Page 1198 of the Deed of Trust records of TRAVIS County, Texas, said Note being secured by a Deed of Trust lien against the following described property, to wit:

LOT 8, SUBDIVISION OF BLOCK 3A, SWISHER ADDITION TO THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN BOOK 3, PAGE 68, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS;

for and in consideration of the full and final payment of said Note, the receipt of which is hereby acknowledged, have released and discharged, and by these presents do hereby release and discharge, the above described property from any and all liens held by the undersigned.

Executed on September 28, 1998.

TEMPLE-INLAND MORTGAGE CORPORATION, SUCCESSOR TO LOPER MORTGAGE COMPANY, VMI MORTGAGE CORPORATION, LINDBERGH'S INVESTMENT CORPORATION OF TEXAS, AND FORMERLY KNOWN AS CAPITOL MORTGAGE BANKERS, INC.

By:

Teresa G. Elzey
Teresa G. Elzey
Assistant Vice President

STATE OF TEXAS

COUNTY OF TRAVIS

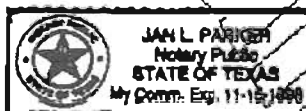
BEFORE ME, the undersigned authority, on this day personally appeared Teresa G. Elzey, Assistant Vice President of Temple-Inland Mortgage Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

Given under my hand and seal of office on September 28, 1998.

Jan L. Parmer
Notary Public, State of Texas

Return to:

AUSTIN TITLE COMPANY
1518 Capital of Texas Highway South
2nd Floor
Austin, Texas 78746



FILED
98 MAR 19 PM 4:27
DANA DEBEAUVOUR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF TRAVIS
I hereby certify that this instrument was filed in the office of the County Clerk of Travis County, Texas, on the 19th day of March, 1998, at 4:27 PM, and was duly recorded in the Public Records of Travis County, Texas, on the 19th day of March, 1998, at 4:27 PM.

MAR 19 1998



Dana Debeauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
Travis County, Texas

RECEIVED: TRAVIS COUNTY CLERK'S OFFICE
CHARGE: \$10.00 FILE DATE: 3/19/98 TIME: 4:27 PM
PAID BY: CHECK #1234

TXRL.TIM.POOL
5/92 js

13393 2334

Unofficial Document

FILED

98 JUN -2 PM 3:28

DANA DESEAUYDIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

NOTICE OF PUBLIC SALE
I hereby certify that this instrument was filed in the public records of Travis County, Texas, on the 2nd day of June, 1998, at the County Clerk's Office, Travis County, Texas, at 3:28 PM.

JUN 2 1998



Dana DeSeaUYDir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
2000 JUN 2 1998

RECEIVED: 100112251 TRANS: 85321 8271 REGULAR RECORD: \$15.00
CASHIER: 43706 FILE DATE: 6/2/98 TRANS DATE: 6/2/98
PAID BY: CHECK# 2446

13195 2213

DANA DEBEAUVOIR, COUNTY CLERK

Date: 10/07/2011 10:09 AM

Real Estate Index Detail

Report # 738649 Requested By REBECCA LAFLURE (WEBPUBLIC)

Document Information

| | |
|--|-------------------------------|
| Instrument #: 2004088177 | Document Type: RELEASE |
| Date Received: 05/10/2004 01:14:28 PM | Book Type: book_type |
| Index Status: Permanent Index | Book: book |
| Image? ✓ | Page: pg |
| Comments: | |

Grantors

1 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC

Grantees

1 MARTINEZ MICHAEL W
2 MARTINEZ LISA K

Legal Information

1 SEE INSTRUMENT

Related Documents

| | | | | | |
|---|---------|---|-------|------|----|
| 1 | 5950683 | 0 | 13197 | 2075 | DT |
|---|---------|---|-------|------|----|

Returnee Information

TEXAS TITLE SOLUTIONS
4131 SPICEWOOD SPRINGS RD BLVD G STE 2
AUSTIN, TX 78759

REL 2004088177
1 PG

ASPER RECORDS RETURN TO:
TEXAS TITLE SOLUTIONS
4131 SPICEMOOD SPRINGS RD, BLDG G, STE 2
ARLINGTON, TX 76010

RELEASE OF LIEN

THE STATE OF TEXAS
COUNTY OF TRAVIS

That in consideration of the payment in full according to the face and tenor thereof of certain promissory note dated May 30, 1998, in the original principal sum of One Hundred Forty-Nine Thousand Nine Hundred and 00/100 (\$149,900.00), executed by MICHAEL W. MARTINEZ and JIFE LISA K. MARTINEZ, payable to the order of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS")

Described in a certain Deed of Trust executed by MICHAEL W MARTINEZ AND WIFE LISA K MARTINEZ as TRIPLE INLAND MORTGAGE CORPORATION, A CORPORATION dated May 28, 1998 and recorded in Volume 119, Page 3074, Real Property Records of County TRAVIS, Texas.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") as assignee of the above described Deed of Trust, is the current holder of said note, and does hereby release its Deed of Trust lien by said instrument to extend upon the following described property, to secure payment of said note, viz:

As stated in Original Mortgage,

IN WITNESS WHEREOF, the said Corporation has caused these presents to be signed by its duly authorized officer.

This date March 8 2006

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC. ("MERS")

By Chris White
CHRIS WHITE
Assistant Secretary

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on March 8, 2004 by CHRIS WHITE, Assistant Secretary of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS), on behalf of said corporation.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Prepared by: TERESA BARNETT
Acquitrax Services, Inc.
2829 Spring Creek Dr.
Spring, TX 77373

27-985-

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2004 May 10 01:14 PM

EVANSK 514.00

DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

DANA DEBEAUVOIR, COUNTY CLERK

Date: 10/07/2011 10:06 AM

Real Estate Index Detail

Report # 738641 Requested By REBECCA LAFLURE (WEBPUBLIC)

Document Information

| | |
|--|-------------------------------------|
| Instrument #: 2003273544 | Document Type: DEED OF TRUST |
| Date Received: 11/21/2003 12:10:16 PM | Book Type: NONE |
| Index Status: Permanent Index | Book: 0 |
| Image? ✓ | Page: 0 |
| Comments: | |

Grantors

- 1 MARTINEZ LISA K
- 2 KIRKPATRICK LISA L

Grantees

- 1 MARTINEZ MICHAEL W

Legal Information

- 1 PT S F SLAUGHTER LGE AKA LTS 161 162 163 SAN LEANNA ESTATES SUBD

Returnee Information

MICHAEL W MARTINEZ
2336 DOUGLAS ST #1522
AUSTIN, TX 78741

SECOND LIEN DEED OF TRUST

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

DATE: October 29, 2003

 TRV 2003273544
6 pgs

GRANTOR: Lisa K. Martinez; nka Lisa L. Kirkpatrick

GRANTOR'S MAILING ADDRESS: 601 Redbud Tr., Austin, TX 78748

TRUSTEE: Rudge Williams

TRUSTEE'S MAILING ADDRESS: 3305 Northland Drive, Suite 207, Austin, Travis County, Texas 78731

BENEFICIARY: Michael W. Martinez

BENEFICIARY'S MAILING ADDRESS: 2336 Douglas St. #1522, Austin, Texas 78741

NOTE(S)

Date: October 29, 2003

Amount: \$20,000.00

Maker: Lisa K. Martinez; nka Lisa L. Kirkpatrick

Payee: Michael W. Martinez

Final Maturity Date: as provided in the Note

Terms of Payment: as specified therein, bearing interest as therein stipulated, providing for acceleration of maturity and for attorney's fees, as well as any and all renewals extensions and rearrangements thereof.

PROPERTY (including any improvements):

A tract of land out of and a part of the S.F. SLAUGHTER LEAGUE, in Travis County, Texas, (a/k/a Lots 161, 162 and 163 of the unrecorded SAN LEANNA ESTATES SUBDIVISION), and being more particularly described by metes and bounds in Warranty Deed 13195/2212, Real Property Records of Travis County, Texas.

PRIOR LIEN(S) (including recording information):

Deed of Trust dated May 28, 1998, recorded in the Real Property Records of Travis County, Texas, executed by Michael W. Martinez and wife, Lisa K. Martinez, to John H. Harris, Trustee, securing a \$149,900.00 note payable to Temple-Inland Mortgage Corporation. Said note and lien assigned to Mortgage Electronic Registration Systems, Inc., a Michigan corporation, recorded in Document No. 2001129215, Official Public Records of Travis County, Texas.

OTHER EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This conveyance is made and accepted subject to all restrictions, covenants, conditions, rights-of-way, and easements, if any, affecting the above described property that are valid, existing and properly of record and subject, further, to taxes for the year and subsequent years.

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

GRANTOR'S OBLIGATIONS

Grantor agrees to:

1. keep the property in good repair and condition;
2. pay all taxes and assessments on the property when due;
3. preserve the lien's priority as it is established in this deed of trust;
4. maintain, in form acceptable to Beneficiary, an insurance policy that:
 - a. covers all improvements for their full insurable value as determined when the policy is insured 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 building occupied as required by the insurance policy; and
8. if this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments.

BENEFICIARY'S RIGHTS

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
3. Beneficiary may apply any proceeds received under the insurance policy either to reduce the note or to repair or replace damaged or destroyed improvements covered by the policy.
4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations, and be reimbursed by Grantor on demand at the place where the note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this deed of trust.
5. If Grantor defaults on the note or fails to perform any of Grantor's obligations or if default occurs on a prior lien note or other instrument, and the default continues after Beneficiary gives Grantor notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Beneficiary may:
 - a. declare the unpaid principal balance and earned interest on the note immediately due;
 - b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by

- c. the Texas Property Code as then amended; and
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
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 be 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 advancements 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 the 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 the 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 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 will notify Beneficiary in writing promptly of (a) the commencement of any legal or regulatory proceedings affecting the Property or any part thereof, including without limitation, (i) any and all enforcement, clean-up, removal or other governmental or regulatory actions instituted, completed or threatened pursuant to any applicable federal, state or local laws, ordinances or regulations relating to any substances defined as or included in the definition of "hazardous substances", "Hazardous wastes", "hazardous materials" or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") affecting the Property ("Hazardous Material Laws"), (ii) all claims made or threatened by any third party against Grantors or the Property relating to damage, contribution, costs recovery compensation, loss or injury resulting from any "Hazardous Materials" (the matters set forth in clauses (i) and (ii) are hereinafter referred to as "Hazardous Materials Claims"), and (iii) Grantors' discovery of any occurrence or condition of the Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Laws; and (b) any casualty loss affecting the Property or any portion thereof, and will take such action as may be necessary to preserve Beneficiary's rights affected thereby; and should Grantors fail or refuse to take any such action, Beneficiary may, at the election of the Beneficiary, take such action on behalf and in the name of Grantors and at Grantors' cost and expense. To the fullest extent permitted by law, Grantors agree to indemnify the Beneficiary and Trustee, their respective directors, officers, contractors, employees, agents, invitees, successors and assigns from any and all liabilities (including strict liability), actions, demands, penalties, losses, damages, costs or expenses (including, without limitation, attorneys' fees and expenses, and remedial, detoxification, repair and cleanup costs or costs associated with the planning of such matters), suits, foreseeable consequential damages, costs of any settlement or judgment and claims of any and every kind whatsoever which may now or in the future (whether before or after the release of this deed of trust) be paid, incurred or suffered by or asserted against Beneficiary or Trustee by any person or entity or governmental agency for, with respect to or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, use, generation, manufacture, production, storage, threatened release, discharge, disposal, emission or release from the Property of any Hazardous Materials or any contamination from Hazardous Materials or arise out of or result from the environmental condition of the Property or the applicability of any governmental requirements relating to Hazardous Material (including, without limitation, CERCLA, RCRA or any federal, state or local so-called "superfund" or "superfund" laws, statutes, laws, ordinances, codes, rules, regulations, order or decrees), regardless of whether or not caused by or within the control of Grantor, Beneficiary or Trustee. The representations, covenants, warranties and indemnifications contained in this paragraph shall survive the release of this deed of trust and/or the extinguishment of this lien by foreclosure or action in lieu thereof.

14. Grantor represents that this deed of trust and the note are given for the following purposes.

The debt evidenced by the note is in part payment of the purchase price of the property; the debt is secured both by this deed of trust and by a vendor's lien and owelty lien upon the entirety of the property, which are expressly retained in a deed to Grantor of even date. This deed of trust does not waive the vendor's lien and owelty lien; and the liens and the rights created by this instrument shall be cumulative. Beneficiary may elect to foreclose under any of the liens without waiving the others or may foreclose under all. The deed is incorporated into this deed of trust.

15. The liens securing the note shall remain subordinate and inferior to the lien, as renewed, extended, modified, or otherwise adjusted from time to time securing another note in the original principal amount of \$149,900.00 which is dated May 28, 1998, executed by Michael V. Martinez.

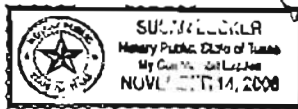
and wife, Lisa K. Martinez and payable to the order of Temple-Inland Mortgage Corporation, and fully described in a deed of trust of even date therewith recorded in Volume 13197, Page 2075, Real Property Records of Travis County, Texas. Said note and lien assigned to Mortgage Electronic Registration Systems, Inc., a Michigan corporation, by instrument recorded in Document No. 2003129215, Official Public Records of Travis County, Texas. If there is default in payment of any part of principal and interest of that \$149,900.00 note, or in observance of any covenants of any instruments securing it, the debt evidenced by the \$20,000.00 note secured hereby shall immediately become payable at the option of Beneficiary.

Lisa K. Kirkpatrick
Lisa K. Martinez
aka Lisa L. Kirkpatrick

Acknowledgment

STATE OF TEXAS
COUNTY OF Travis

This instrument was acknowledged before me on the 17th day of November, 2003, by
Lisa K. Martinez; aka Lisa K. Kirkpatrick.



Susan Becker
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Michael W. Martinez
2336 Douglas St. #1522
Austin, Texas 78741

Dio9153-fw

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir
11-21-2003 12:10 PM 2003273544
EVANSK \$22.00
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DANA DEBEAUVOIR, COUNTY CLERK

Date: 10/04/2011 12:26 PM

Real Estate Index Detail

Report # 736960 Requested By REBECCA LAFLURE (WEBPUBLIC)

Document Information

| | |
|--|-------------------------------|
| Instrument#: 8101455 | Document Type: RELEASE |
| Date Received: 03/19/1999 12:00:00 AM | Book Type: book_type |
| Index Status: Permanent Index | Book: 13393 |
| Image? ✓ | Page: 2334 |
| Comments: | |

Grantors

- 1 TEMPLE-INLAND MORTGAGE CORPORA
- 2 LOPER MORTGAGE COMPANY
- 3 VMI MORTGAGE CORPORATION
- 4 LUMBERMEN'S INVESTMENT CORPORA
- 5 CAPITOL MORTGAGE BANKERS INC

Grantees

- 1 MARTINEZ MIKE W.
- 2 MARTINEZ LISA K

Legal Information

- 1 LT 8 SUBD OF BLK 3A SWISHER ADDN

AFFIDAVIT AND INDEMNITY

FILM CODE

00005570146

Date: MARCH 31, 1997

Mechanic's Lien Contract:

Date: MARCH 31, 1997

Owner: MIKE W. MARTINEZ AND WIFE, LISA K. MARTINEZ

Contractor: MARK HENDERSON D/B/A HENDERSON CONSTRUCTION

Trustee: W.C. DAVIS AND/OR DON SALLINGER

Property (including improvements):

LOT 8, SUBDIVISION OF BLOCK 1A, SWISHER ADDITION, TO THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN BOOK 1, PAGE 68 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

Affiant: MARK HENDERSON D/B/A HENDERSON CONSTRUCTION

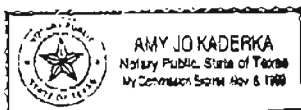
Third-Party Lender: UNIVERSITY FEDERAL CREDIT UNION

Affiant on oath swears that the following statements are true:

1. Contractor is a SOLE PROPRIETORSHIP.
2. Affiant is OWNER of Contractor and is authorized to make this affidavit on behalf of Contractor.
3. That no materials have been delivered to subject property nor has any labor, of any nature whatsoever, been performed in connection with the above described mechanic's lien contract and the construction contract between Owner and Contractor, if any.
4. This affidavit is made to induce Third-Party Lender to fund a loan to Owner to pay Contractor all or part of the consideration in the Mechanic's Lien Contract.

Mark Henderson
 MARK HENDERSON D/B/A HENDERSON
 CONSTRUCTION

Sworn to and subscribed before me this 31 day of MARCH, 1997
 by MARK HENDERSON D/B/A HENDERSON CONSTRUCTION



Amy Jo Kaderka
 Notary Public, State of Texas
 Printed Name of Notary:

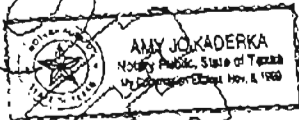
My Commission Expires: _____

(Acknowledgment)

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 31 day of MARCH, 1997
 by MARK HENDERSON D/B/A HENDERSON CONSTRUCTION



Amy J. Kaderka
 Notary Public, State of Texas
 Printed Name of Notary:

My Commission Expires: _____

INDEMNITY

For valuable consideration, including Third-Party Lender's funding of Owner's loan to pay Contractor all or part of the consideration in the mechanic's lien contract, Contractor warrants to those parties the truth of the affidavit and agrees to indemnify and hold Owner and Third-Party Lender harmless from all losses, damages, judgments, and expenses that any or all of them suffer, incur, or pay because any part of the affidavit is not true or completely correct.

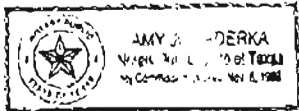
Mark Henderson
 MARK HENDERSON D/B/A HENDERSON
 CONSTRUCTION

(Acknowledgment)

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 31 day of MARCH, 1997
 by MARK HENDERSON D/B/A HENDERSON CONSTRUCTION



Amy J. Kaderka
 Notary Public, State of Texas
 Printed Name of Notary:

My Commission Expires: _____

(Corporate Acknowledgment)

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the _____ day of MARCH, 1997
 by _____
 of _____
 a Texas corporation, on behalf of said corporation,

 Notary Public, State of Texas
 Printed Name of Notary:

My Commission Expires: _____

AFTER RECORDING RETURN TO:
 UNIVERSITY FEDERAL CREDIT UNION
 P. O. BOX 4069
 AUSTIN, TEXAS 78765
 ATTN: LOAN LINE DEPARTMENT

UNIVERSITY FEDERAL CREDIT UNION
 AUSTIN, TEXAS
 12921 1127

FILED
97 APR 25 PM 4:03
DANA L. SUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was filed as
the copy and of the same instrument by me, and
was duly RECORDED in the Volume and Page of the
Public Records of Travis County, Texas, on

APR 25 1997



[Signature]
COUNTY CLERK
TRAVIS COUNTY, TEXAS

12921 1126

DANA DEBEAUVOIR, COUNTY CLERK

Date: 10/04/2011 12:23 PM

Real Estate Index Detail

Report # 736954 Requested By REBECCA LAFLURE (WEBPUBLIC)

Document Information

| | | | |
|----------------|------------------------|----------------|-----------|
| Instrument#: | 5780299 | Document Type: | AFFIDAVIT |
| Date Received: | 04/25/1997 12:00:00 AM | Book Type: | book_type |
| Index Status: | Permanent Index | Book: | 12921 |
| Image? | ✓ | Page: | 1126 |
| Comments: | | | |

Grantors

- 1 HENDERSON MARK
- 2 HENDERSON CONSTRUCTION

Grantees

- 1 PUBLIC THE
- 2 MARTINEZ MIKE W.
- 3 MARTINEZ LISA K

Legal Information

- 1 LOT 8 SUBD OF BLK 3A SWISHER ADDN

DANA DEBEAUVOIR, COUNTY CLERK

Date: 10/04/2011 12:21 PM

Real Estate Index Detail

Report # 736951 Requested By REBECCA LAFLURE (WEBPUBLIC)

Document Information

Instrument#: 5623296

Document Type: WARRANTY DEED

Date Received: 04/01/1996 12:00:00 AM

Book Type: book_type

Index Status: Permanent Index

Book: 12655

Image? ☒

Page: 1196

Comments:

Grantors

1 WESTCOTT LAURA K

Grantees

1 MARTINEZ MIKE W

2 MARTINEZ LISA K

Legal Information

1 LOT 8 BLK 3A SWISHER ADDN

WARRANTY DEED WITH VENDOR'S LIEN

FILM CODE
00005411768

Date: March 27, 1996

Grantor: LAURA K. WESTCOTT

Grantee: MIKE W. MARTINEZ AND WIFE LISA K. MARTINEZ

Grantee's Mailing Address (including county):

1315 NEWTON STREET
AUSTIN, TEXAS 78704
TRAVIS County

Consideration:

TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration and note(s) of even date executed by Grantee payable to the order of

TEMPLE-INLAND MORTGAGE CORPORATION

("Lender").

In the amount(s) of \$ 99,750.00

the note(s) being secured in whole or in part by vendor's lien retained in favor of Lender in this deed and also secured by a deed of trust of even date from Grantee to

JOHN H. HARRIS,

Trustee

Property (including any improvements):

LOT 8, SUBDIVISION OF BLOCK 3A, SWISHER ADDITION TO THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN BOOK 3, PAGE 68, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

Reservations from and Exceptions to Conveyance and Warranty:

Any and all restrictions and easements of record.

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

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

index # 04-0000-1001-0000 12655 1196

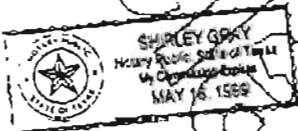
The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute. The vendor's lien and superior title are transferred to Lender without recourse on Grantor.

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

Laura K. Westcott
LAURA K. WESTCOTT

State of TEXAS
County of TRAVIS

This instrument was acknowledged before me on the 28 day of March, 1996
by
LAURA K. WESTCOTT



Shirley Gray
Notary Public
(Printed Name)

My commission expires: _____

State of TEXAS
County of TRAVIS

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

FILED
96 APR -1 PM 3:33

COUNTY CLERK
TRAVIS COUNTY, TEXAS

My commission expires: _____

STATE OF TEXAS
COUNTY OF TRAVIS
I hereby certify that this instrument was filed on
the date and at the time hereinafter signed, and
was duly recorded in the Volume and Page of the
Recorded RECORDS of Travis County, Texas, as:

APR 1 1996



Shirley Gray
COUNTY CLERK
TRAVIS COUNTY, TEXAS

Charge to: Shirley Little C.
AFTER RECORDING RETURN TO:

MIKE W. MARTINEZ
1415 NEWTON STREET
AUSTIN, TEXAS 78704
REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12655 1197

ELECTRONICALLY RECORDED

2010184070

TRV

1

PGS

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

Prepared By:
WELLS FARGO HOME MORTGAGE
LEE ANN BITTNER
X9400-LIC
11200 W PARKLAND AVE
MILWAUKEE WI 53224

Loan Number: 0206187202
MERS ID: 100140200070804038
MERS Telephone: 1-888-679-5377

Deed of Release

For Value Received, the present undersigned Beneficiary under a deed of trust executed by MICHAEL W MARTINEZ, AN UNMARRIED MAN as Grantor/Trustor, to HADDOCK LAW FIRM, LLP as Trustee, dated 09/12/2007, 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 09/24/2007, and is indexed as Volume NA, Page NA, File No. 2007177280. 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: 5229 TOWER TRAIL, AUSTIN, TX 78723

IN WITNESS WHEREOF, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. by the officers duly authorized, has duly executed the foregoing instrument.

Dated this: 12/09/2010

Lender: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

Belinda Ingram

BELINDA INGRAM, Assistant Secretary

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 12/09/2010 by BELINDA INGRAM as Assistant Secretary of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC..

Witness my hand.

Linda Krause

LINDA KRAUSE

Notary Public for said state and county

Expires: 11/11/2012

LINDA KRAUSE
NOTARY PUBLIC STATE OF WISCONSIN



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DIANA DEBEAUVOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

December 10 2010 08:20 AM

FEE: \$ 16.00 2010184070

DANA DEBEAUVOIR, COUNTY CLERK

Date: 10/07/2011 10:12 AM

Real Estate Index Detail

Report # 738658 Requested By REBECCA LAFLURE (WEBPUBLIC)

Document Information

| | |
|--|-------------------------------|
| Instrument#: 2010184070 | Document Type: RELEASE |
| Date Received: 12/10/2010 08:20:38 AM | Book Type: NONE |
| Index Status: Permanent Index | Book: book |
| Image? ✓ | Page: pg |
| Comments: | |

Grantors

1 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC

Grantees

1 MARTINEZ MICHAEL W

Legal Information

1 5229 TOWER TRAIL AUSTIN TX 78723

Related Documents

| | | | |
|---|------------|---|----|
| 1 | 2007177260 | 0 | DT |
|---|------------|---|----|

Returnee Information

INGEO SYSTEMS INC
RETURNED

ELECTRONICALLY RECORDED

2010184070

TRV

1

PGS

Return To:
WELLS FARGO HOME MORTGAGE
LIEN RELEASE DEPT.
MAC X8400-L1C
11200 W PARKLAND AVE
MILWAUKEE WI 53224

Prepared By:
WELLS FARGO HOME MORTGAGE
LEE ANN BITTNER
X8400-L1C
11200 W PARKLAND AVE
MILWAUKEE WI 53224

Loan Number: 0208107202
MERS ID: 100140200070804038
MERS Telephone: 1-888-679-6377

Deed of Release

For Value Received, the present undersigned Beneficiary under a deed of trust executed by MICHAEL W MARTINEZ, AN UNMARRIED MAN as Grantor/Trustor, to HADDOCK LAW FIRM, LLP as Trustee, dated 09/12/2007, 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 09/24/2007, and is indexed as Volume NA, Page NA, File No. 2007177280. 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: 5228 TOWER TRAIL, AUSTIN, TX 78723

IN WITNESS WHEREOF, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., by the officers duly authorized, has duly executed the foregoing instrument.

Dated this: 12/09/2010

Lender: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

Belinda Ingram

BELINDA INGRAM, Assistant Secretary

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 12/09/2010 by BELINDA INGRAM as Assistant Secretary of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

Witness my hand.

Linda Krause

LINDA KRAUSE

Notary Public for said state and county

Expires: 11/11/2012

LINDA KRAUSE
NOTARY PUBLIC STATE OF WISCONSIN



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

December 10 2010 08:20 AM

FEE: \$ 16.00 2010184070

02-ETC 6F# 03109153-SB

Loan No. 0000000000000001690113657



REL 2004088177
1 PG

After recorded return to:
TEXAS TITLE SOLUTIONS
4131 SPACEMOOD SPRINGS RD. BLDG G, STE 2
AUSTIN, TX 78759

RELEASE OF LIEN

THE STATE OF TEXAS
COUNTY OF TRAVIS

That in consideration of the payment in full according to the face and tenor thereof of certain promissory note dated May 28, 1998, in the original principal sum of One Hundred Forty-Nine Thousand Nine Hundred and 00/100 (\$149,900.00), executed by MICHAEL W MARTINEZ AND WIFE LISA K MARTINEZ, payable to the order of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS")

Described in a certain Deed of Trust executed by MICHAEL W MARTINEZ AND WIFE LISA K MARTINEZ as TRUSTEES IN MORTGAGE CORPORATION, A CORPORATION dated May 28, 1998 and recorded in Volume 1349 Page 2073, Real Property Records of County TRAVIS, Texas.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") as assignor of the above described Deed of Trust is the current holder of said note, and does hereby release its Deed of Trust lien by said instrument to exist upon the following described property, to secure payment of said note, via:

As stated in Original Mortgage

IN WITNESS WHEREOF, the said Corporation has caused these presents to be signed by its duly authorized officer.

This date March 8, 2004

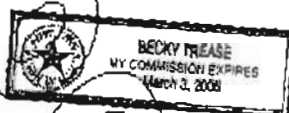
MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC. ("MERS")

By: Chris White
CHRIS WHITE
Assistant Secretary

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on March 8, 2004 by CHRIS WHITE, Assistant Secretary of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), on behalf of said corporation

Becky Trease
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



Prepared by: TERESA BARNETT
Accutran Services, Inc.
2727 Spring Creek Dr.
Spring, TX 77373

17-985-



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Anna DeBeauvoir

2004 May 18 01:14 PM

EVANSK \$14.00

2004088177

CANA OBERLYOIN COUNTY CLERK
TRAVIS COUNTY TEXAS

DANA DEBEAUVOIR, COUNTY CLERK

Date: 10/07/2011 10:11 AM

Real Estate Index Detail

Report # 738655 Requested By REBECCA LAFLURE (WEBPUBLIC)

Document Information

Instrument #: 2007177259

Document Type: WARRANTY DEED

Date Received: 09/24/2007 03:11:14 PM

Book Type: book_type

Index Status: Permanent Index

Book: book

Image? ✓

Page: pg

Comments:

Grantors

1 MAIN STREET LTD

Grantees

1 MARTINEZ MICHAEL W

Legal Information

1 LT 29 BLK D SENATE HILLS SEC 1

Returnee Information

FIDELITY TITLE COMPANY

PICK-UP

RETURN TO:

09/14/07
MICHAEL W. HADDOCK
3815 S. Capital of Texas Hwy.
Plaza III, Suite 140
Austin, Texas 78704
GF# 902103-mar

HADDOCKLAWFIRM

004/005

2

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



WD 2007177259

2 PGS

THE STATE OF TEXAS

COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT MAIN STREET, LTD., A TEXAS LIMITED PARTNERSHIP ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration paid to Grantor by MICHAEL W. MARTINEZ, AN UNMARRIED PERSON ("Grantee"), the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of one promissory note of even date herewith in the principal sum of \$118,390.00 payable to the order of IMORTGAGE.COM, INC. ("Payee/Payee") and secured by the vendor's first lien herein retained and a Deed of Trust of even date herewith to Matthew E. Haddock, Trustee, for the benefit of Payee, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY, to Grantee, the following described real property in TRAVIS County, Texas, together with any improvements thereon, (collectively "Property"), to-wit:

LOT 29, BLOCK D, SENATE HILLS SUBDIVISION SECTION ONE, A SUBDIVISION IN TRAVIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT RECORDED IN DOCUMENT NO. 200600054, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

This conveyance is made and accepted subject to all restrictions, covenants, mineral or royalty conveyances or reservations, and easements, if any, relating to the Property, but only to the extent that they are still in force and effect and are visible, apparent, or shown of record in the herein above mentioned County and State, and to all zoning laws, regulations, and ordinances of municipal or other governmental authorities, if any, relating to the Property.

To have and to hold the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee and Grantee's heirs, successors, or assigns forever; and Grantor does hereby bind Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property unto Grantee and Grantee's heirs, successors, 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 and superior title in and to the Property are retained against the Property until all indebtedness described above is fully paid according to the terms thereof, when this deed shall become absolute.

Payee having advanced and paid in cash to Grantor that portion of the purchase price of the Property evidenced by the note described above, the vendor's lien and superior title are retained for the benefit of, and the same are hereby transferred and assigned to, Payee.

When the context requires, singular words include the plural.

DATED 14th September 2007.

MAIN STREET, LTD., A TEXAS
LIMITED PARTNERSHIP

BY: [Signature]

ITS:

Ron Marshall, Vice President

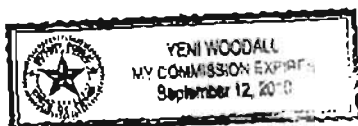
Mailing address of each grantee:

5229 Tower Trail
Austin, Texas 78733

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on the 14th day of September, 2007, by
Ron Marshall Vice President of of MAIN STREET, LTD., A TEXAS LIMITED
PARTNERSHIP. * Main Street Homes of Austin, Inc.



[Signature]
Notary Public in and for
the State of Texas

AFTER RECORDING RETURN TO:

Fidelity National Title
3815 S. Capital of Texas Highway
Suite 140
Austin, Texas 78704

Recorder's Memorandum: At the time of recording
this instrument was found to be inadequate for the best
reproduction because of illegibility, carbon or
photocopy, discolored paper, etc. All blockouts,
additions and changes were present at the time the
instrument was filed and recorded.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2007 Sep 24 03:11 PM 2007177259

BUENOS \$20.00

DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

DANA DEBEAUVOIR, COUNTY CLERK

Date: 01/16/2012 05:16 PM

Real Estate Index Detail

Report # 783029 Requested By REBECCA LAFLURE (WEBPUBLIC)

Document Information

Instrument #: 2010162614

Document Type: WARRANTY DEED

Date Received: 11/01/2010 04:18:52 PM

Book Type: book_type

Index Status: Permanent Index

Book: book

Image? ✓

Page: pg

Comments:

Grantors

- 1 BARJAU CHRISTINE
- 2 BARJAU ANTONIO

Grantees

- 1 MARTINEZ MICHAEL
- 2 WENDLER LARA

Legal Information

- 1 LTS 4 & 5 BLK 5 GRANDVIEW PLACE

Returnee Information

MICHAEL MARTINEZ AND LARA WENDLEY
5229 TOWER TR.
AUSTIN, TX 78723



TRV

2010162614

3 PGS

38

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: October 29th, 2010

Grantor: Antonio Barjau and Christine Barjau

Grantor's Mailing Address: 5103 County Rd. 1
Austin, TX 78731

Grantee: Michael Martinez and Lara Wendler

Grantee's Mailing Address: 5229 Tower Trail Austin, Texas 78723

Consideration: A Promissory Note in the original principal sum of One Hundred Thirty One Thousand Six Hundred Twenty Five and No/100 Dollars (\$131,625.00) payable to the order of Prosperity Bank, which Promissory Note is secured by a Deed of Trust of even date to David Zalman, 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):

Lots 4 and 5, Block 5, of Grandview Place, a subdivision of Outlot Nos. 8, 9, 10, 11 and 62, Division B, in Travis County, Texas, according to the map or plat of record in Volume 3, Page 17, of the Plat 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.

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


ANTONIO BARJAU


CHRISTINE BARJAU

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me October 21, 2010, by Antonio Barjau and Christine Barjau.




Notary Public, State of Texas

Grantee's Address/Return to:

Michael Martinez / Landmark
8229 Tamarac
Irving TX 76038

GF# 1010815-SJ

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Nov 01, 2010 04:18 PM

2010162614

SCOTT: \$24.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

DANA DEBEAUVOIR, COUNTY CLERK

Date: 01/16/2012 05:18 PM

Real Estate Index Detail

Report # 783032 Requested By REBECCA LAFLURE (WEBPUBLIC)

Document Information

| | | | |
|----------------|------------------------|----------------|-----------|
| Instrument #: | 2011087023 | Document Type: | RELEASE |
| Date Received: | 06/16/2011 11:17:01 AM | Book Type: | book_type |
| Index Status: | Permanent Index | Book: | book |
| Image? | ✓ | Page: | pg |
| Comments: | | | |

Grantors

1 PROSPERITY BANK

Grantees

1 MARTINEZ MICHAEL
2 WENDLER LARA

Legal Information

1 2314 E 11TH ST AUSTIN TX 78702 LTS 4 & 5 BLK 5 GRANDVIEW PLACE

Related Documents

| | | | |
|---|------------|---|----|
| 1 | 2010162615 | 0 | DT |
|---|------------|---|----|

Returnee Information

CT LIEN SOLUTIONS
PO BOX 29071
GLENDALE, CA 91209


Legal and/or Assignment: LOTS FOUR (4) AND FIVE (5), BLOCK FIVE (5), OF GRANDVIEW PLACE, A SUBDIVISION OF OUTLOTS NOS. EIGHT (8), NINE (9), TEN (10), ELEVEN (11) AND SIXTY-TWO (62), DIVISION 8, IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN VOLUME 3, PAGE 17, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

For and in consideration of the full and final payment of all indebtedness secured by the aforesaid lien or 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 15th day of June, A.D. 2011

PROSPERITY BANK

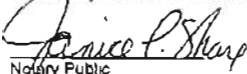
By

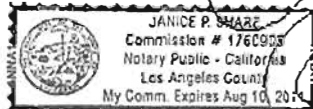

LASHANTA WALL
ASSISTANT VICE PRESIDENT

State of CALIFORNIA
County of LOS ANGELES

On June 15, 2011, before me, Janice P. Share a Notary Public in and for the county of LOS ANGELES in the state of California, personally appeared Lashanta Wall, 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 on behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

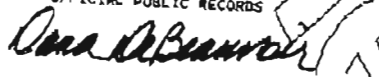

Janice P. Share
Notary Public
Janice P. Share



(This area is for notarial seal)

20674 Prosperity Bank - MDPB 28424571

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS


Jun 16, 2011 11:17 AM 2011087633
BENVIDESV: 818.20
Dana DeBeauvoir, County Clerk
Travis County TEXAS