Correction Instrument Legislation
Texas Property Code Sections 5.027, .028, .029, .030, .031

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Corrections Anyone?
Why did we need this new law?
CORRECTION INSTRUMENTS AFTER MYRAD PROPERTIES v LASALLE BANK (TEX. 2009) AND S.B. 1496 (82ND TEXAS LEGISLATURE, REGULAR SESSION)

• Ambiguities and errors in recorded real property conveyance instruments are inevitable.
  • *Myrad Properties, Inc. v LaSalle Bank National Association*, 300 S.W.3d 746 (Tex. 2009), a recent Texas Supreme Court opinion involving an attempted use of a correction deed to add a tract of land that had been omitted from the original recorded substitute trustee’s non-judicial foreclosure deed.
A FORECLOSURE NOTICE?!!
Myrad Properties, Inc. ("Myrad")

- Myrad financed two separate apartment complexes located in Killeen, Texas. The apartment complexes were constructed on two, non-contiguous tracts of land located a mile apart. Myrad executed a promissory note in favor of the original lender secured by a deed of trust lien on both tracts of land.
- The substitute trustee posted a sale notice. The sale notice referred both to the note and the recorded deed of trust. The property description in the sale notice referred to an “Exhibit A,” the only exhibit to the sale notice, and that exhibit listed only one of the two tracts of land described in the deed of trust.
At the foreclosure sale the substitute trustee read only the legal description described on Exhibit A to the sale notice, but the substitute trustee did generally refer to the property described in the deed of trust. The bid amount was almost, but not quite, equal to the debt that Myrad owed LaSalle, and it was also near the combined values of the two real properties.

The substitute trustee’s foreclosure deed conveyed the “Property” to LaSalle, defining the “Property” as “(T)he real property described in Exhibit A attached hereto and made a part hereof for all purposes, together with all improvements and personal property described in the Deed of Trust.” Exhibit A to the deed only described the one tract of land that was described in Exhibit A to the sale notice.
The Litigation

- LaSalle recorded a correction deed that included a description of both tracts of land. Myrad then sought to quiet title, seeking a declaration that LaSalle owned only the one tract of land described in Exhibit A to the original substitute trustee’s foreclosure deed, and that Myrad owned the second tract of land described in the deed of trust free from encumbrances.

- The trial court declared that the foreclosure sale had conveyed title to both tracts of land to LaSalle, and declaring that the correction substitute trustee’s foreclosure deed vested LaSalle with title to both tracts of land. The Court of Appeals affirmed the trial court’s decision.

- The Texas Supreme court reversed the lower court holdings that declared the correction substitute trustees’ foreclosure deed had vested LaSalle with title to both tracts of land, holding that LaSalle’s correction substitute trustees’ foreclosure deed purporting to convey both properties was void as a matter of law.
The Supreme Court

- The Texas Supreme Court determined that a correction deed could not be used to correct a mistake omitting an entire second property.
- The Texas Supreme Court noted that correction deeds were appropriate among agreeable parties to correct:
  - facial imperfections in title
  - recitation of inaccurate metes and bounds,
  - a defective description in a grantor’s capacity.
The Supreme Court laid out in the case the kinds of corrections that were allowed and the kinds that were not allowed

- **Allowed:** Correcting defects and imperfections
  - Defective legal descriptions, such as errors in a metes and bounds description
  - Although the court does not specifically mention it, it is a reasonable assumption that an error in the name of the Subdivision or recording information may be repaired by a correction deed.
  - Incorrect acreage designation
  - Defective description of a party’s capacity
  - Correcting from administrator to executor

- **Not allowed:**
  - Adding another parcel
  - Adding mineral interests
  - Changing a mineral interest
  - Changing the nature of a mineral interest
The Supreme Court

• According to the Court, allowing “correction deeds to convey additional, separate properties not described in the original deed would “introduce unwarranted and unnecessary confusion, distrust and expense into the Texas real property records system. For example, it could require those who must rely on such records to look beyond the deed and research the circumstances of ownership to make sure that no conveyance mistake such as that before us in this case was made, undermining the entire purpose of record notice.”
The Supreme Court

• However, the Texas Supreme Court concluded that Myrad would be unjustly enriched if the original substitute trustees’ foreclosure deed were enforced, holding in favor of LaSalle, and rendering judgment on LaSalle’s rescission claim.
• The entire matter was sent back to the trial court.
The Texas Legislature to the Rescue

- The Texas Legislature, during its 82nd Regular Session (2011), reacting to the *Myrad* decision, passed, and Governor Rick Perry signed into law, S.B. No. 1496 ("SB1496"), governing the scope and validity of corrections to instruments that convey real property or an interest in real property. SB1496, effective on September 1, 2011, adds Sections 5.027 through 5.031 to the Texas Property Code ("Code").
A correction instrument recorded before September 1, 2011, that substantially complies with the requirements of SB 1496 is also effective to the same extent as a correction instrument recorded after September 1, 2011, unless a court of competent jurisdiction renders a final judgment determining that the correction instrument does not substantially comply with SB 1496.
The bill analysis on SB1496 prepared by the Senate Research Center included the following statements: *It has been the practice in Texas that correction instruments may be filed in order to correct certain non substantive errors. The Texas Supreme Court in Myrad Properties, Inc. v. LaSalle Bank National Association, included language in the opinion which could suggest that certain correction instruments may be void. This is particularly so if additional property is included with the correction instrument. The Myrad decision thus created uncertainty within the real estate industry as to the validity of correction documents. S.B. 1496 amends current law relating to the scope and validity of correction instruments in the conveyance of real property.*
Where did it come from?
Other states that have correction legislation:

- Arkansas
- California
- Florida
- Kansas
- Iowa
- Maine
- Minnesota
- New Mexico
- Ohio
- Oklahoma
- South Dakota
- Washington D.C.
- West Virginia
Wisconsin

- Historically, affidavits of correction were commonly used to correct minor errors, but after the 2007 decision in *Smiljanic v. Niedermeyer*, the validity of those affidavits came into question.
• Wisconsin study groups, found the laws around the country to be varied and mostly archaic. This could be a good model for other states in which title people would like to simplify the curing of minor conveyancing errors.
“My people will get back with your people.”
• The alternative would be to require a party to go to court, which is costly, lengthy, uncertain, and a waste of judge’s time when there are more important things to ask them to decide.
Senate Bill 1496

- This bill amended the Property Code, adding Sections 5.027-5.031
- The bill was submitted by the Texas Land Title Association and sponsored by Senator Uresti
- HB 2254 is the companion bill sponsored by Representative Anderson
- A subcommittee of the TLTA Legislative Committee, John Cook, Bryon Jay Lewis, Roland Love, Alan Monroe, and John Rothermel submitted a first draft to legislative counsel for the State of Texas.
- The draft was largely based on Wisconsin Stat. Section 706.085, adopted in May 2010 to address a Wisconsin court decision invalidating a recorded affidavit of correction because there was no statutory authority
- The Texas bill was modified to recognize the case holding of Myrad in a foreclosure context and to conform to Texas' strong bona fide purchaser doctrine.
Section 5.027(a)

- Provides, generally, that if it complies with Section 5.028 or 5.029 a correction instrument “...may correct an ambiguity or error in a recorded original instrument of conveyance to transfer real property or an interest in real property, including an ambiguity or error that relates to the description of or extent of the interest conveyed.”
• In most cases, the settlement agent or the person who drafted the conveyance can sign the corrective instrument-
  • BUT NOT IF THE ERROR IS MATERIAL.
  • This requires participation and execution by all parties to the original instrument
Also generally ineffective is the practice of making corrections to a certified copy of the original recorded document unless the corrections are initialed by the parties and a statement as to why the corrections are being made is signed by the parties.

That said, it is important to remember that all corrections must be made as soon as they are discovered. Failure to promptly record a document as well as failure to make corrections can cause large claims and losses.

In particular, many documents are recorded without the referenced attached legal description. These need to be corrected immediately to preserve priority.
• Note that Section 5.027 utilizes the phrase “instrument of conveyance to transfer real property or an interest in real property.” Thus, the statute primarily addresses real property deeds and deeds of trust, but could also include releases, leases, assignments, and other documents acting as a conveyance of a real property interest.
Foreclosure

“T’m not huffing and puffing. I’m foreclosing.”
Section 5.027(b)

- Prohibits a correction instrument under a Chapter 51 power of sale “unless the conveyance otherwise complies with all requirements of Chapter 51.”
Use of, and Limitations on, Correction Instruments After S.B. 1496

• SB1496 authorizes correction instruments to remedy material and nonmaterial errors or ambiguities in recorded conveyance instruments that transfer real property or an interest in real property, including ambiguities or errors in the description or the extent of the interest conveyed.

• A correction instrument, however, may not be used to correct an ambiguity or error in a recorded non-judicial foreclosure deed involving the exercise of a power of sale under Chapter 51 of the Code unless the conveyance also complies with Chapter 51 of the Code.

• In other words, if the only thing wrong with the foreclosure is the preparation of the Trustee's Deed, that can be corrected.

• Of course, Myrad and SB 1496 implicitly recognize the ability to unilaterally rescinded a foreclosure sale that has error. There are those, particularly the IRS or a third party purchaser, that will argue to the contrary.
Effect of a Correction Instrument Complying with S.B. 1496

• A correction instrument that complies with SB1496's requirements is: (i) effective as of the effective date of the recorded original conveyance instrument; (ii) prima facie evidence of the facts stated in the correction instrument; (iii) presumed to be true, but subject to rebuttal; and (iv) notice to a subsequent buyer of the facts stated in the correction instrument.

• A bona fide purchaser of real property subject to a correction instrument may rely on the correction instrument against any person making an adverse or inconsistent claim, but a correction instrument is void as to a creditor or to a subsequent purchaser for a valuable consideration without notice unless the correction instrument has been acknowledged, sworn to, or proved and filed for record as required by law.
Effect of a Correction Instrument Complying with S.B. 1496

• However, an unrecorded correction instrument is binding on the parties to the correction instrument, on the parties’ heirs, and on a subsequent purchaser who does not pay a valuable consideration or who has notice of the correction instrument.
Section 5.027(c)

- States a correction instrument is subject to Section 13.001.
- That section states the instrument is not notice until it has been filed, so a bona fide purchaser (BFP) could take without notice based on the incorrect instrument of record and not lose because of a later filed correction document that added the legal description that the BFP had acquired, that had been missing originally.
- This makes it very clear you must be careful to have a correct legal description in every document you file, or a BFP could acquire an interest before you file a correction instrument in the real property records.
When is a correction nonmaterial or material?
“I ... could ... have ... sworn ... you ... said ... eleven ... steps.”
Section 5.028- Nonmaterial Corrections

• (a) A person who has personal knowledge of facts relevant to the correction of a recorded original instrument of conveyance may execute a correction instrument to make a nonmaterial change that results from a clerical error, including:
  • (1) A correction of an inaccurate or incorrect element in a legal description, such as a distance, angle, direction, bearing or chord, a lot, block, unit, building designation, or section number, an appurtenant easement, a township name or number, a municipality, county, or state name, a range number or meridian, a certified survey may number, or a subdivision or condominium name, or
Section 5.028- Nonmaterial Corrections

• (2) An addition, correction, or clarification of:
  • (A) A party’s name, including the spelling of a name, a first or middle name or initial, a suffix, an alternate name by which a party is known, or a description of an entity as a corporation, company, or other type of organization;
  • (B) A party’s marital status;
  • (C) The date on which the conveyance was executed;
  • (D) The recording data for an instrument referenced in the correction instrument, or,
  • (E) A fact relating to the acknowledgement, or authentication.
Section 5.028- Nonmaterial Corrections

- (b) You may also add an acknowledgement or authentication that was not included in the recorded original instrument of conveyance.
Section 5.028- Nonmaterial Corrections

• (c) A person who executes a correction instrument under this section shall disclose in the instrument the basis for the person’s personal knowledge of the facts relevant to the correction of the recorded original instrument of conveyance.
Section 5.028- Nonmaterial Corrections

• (d) A person who executes a correction instrument under this section shall:
  • (1) Record the instrument in each county where the original was recorded;
  • (2) If the correction instrument is not signed by each party to the recorded original instrument, send a copy of the correction instrument and notice by first class mail, e-mail, or other reasonable means to each party to the original instrument of conveyance, and, if applicable, to the party’s heirs, successors, or assigns.
Section 5.029 - Correction Instruments: Material Corrections

- You may have the parties correct their mistakes by having them execute correction documents.
“Shoot! You not only got the wrong planet, you got the wrong solar system. ... I mean, a wrong planet I can understand—but a whole solar system?”
MATERIAL ERRORS UNDER S.B. 1496.

- Material errors include:
  - (i) adding:
    - (a) a buyer's disclaimer of an interest in the real property that is the subject of the original instrument of conveyance;
    - (b) a mortgagee's consent or subordination to a recorded document executed by the mortgagee or an heir, successor, or assign of the mortgagee; or
    - (c) real property to a conveyance that correctly conveys other real property;
  - (ii) removing real property from a conveyance that correctly conveys other real property; or
  - (iii) accurately identifying a lot or unit number or letter of real property owned by a grantor that was inaccurately identified as another lot or unit number or letter of real property owned by a grantor in the recorded original instrument.
• Both sections 5.028 and 5.029 list errors as examples by the use of the term “including.” The lists are not exclusive. However those errors listed will obviously be treated as nonmaterial or material according to the section of listing.
• Unlisted errors will require a judgment call.
Section 5.030 Correction Instrument: Effect

- Gives presumptions of relating back to the effective date of the original instrument if it complies with 5.028 or 5.029.
• If you are asked to update a title policy by virtue of a corrective deed or mortgage, you should check title to date, and if there are intervening equities or liens, show them as exceptions in Schedule B or dispose of them prior to issuance. Remember, under the instructions for the T-3 endorsement, only changes are to be made to correct a set of facts existing at the policy date.
Section 5.031 Correction Instruments Recorded before September 1, 2011

• If a correction instrument is filed before the law is effective but complies with 5.028 or 5.029, it is effective to the same extent provided by 5.030, unless a court renders a final judgment determining that the correction instrument does not substantially comply with Section 5.028 or 5.029.
Who is permitted to prepare them?
Persons Authorized to Execute Correction Instruments After S.B. 1496

• A person who has personal knowledge of the relevant facts is authorized, without the joinder of the original parties to the conveyance, or their heirs, successors, or assigns, to execute correction instruments involving nonmaterial clerical errors, but that person must:
  • (i) disclose in the correction instrument the basis for the person’s knowledge of the relevant facts, and
  • (ii) send a copy of the correction instrument and notice by first class mail, e-mail or other reasonable means to all parties to the original instrument, and, if applicable, a party’s heirs, successors or assigns.
Persons Authorized to Execute Correction Instruments After S.B. 1496

- Instruments correcting material errors must be, and instruments correcting nonmaterial errors may be, executed by each party to the conveyance (or, if applicable, a party's heirs, successors, or assigns), and both material and nonmaterial correction instruments must be recorded in every county where the original instrument is recorded.
“They’re harmless as long as you don’t sign anything.”
Trouble in River City

• There is no language in the new statute that suggests a correction instrument that corrects a **material** error can be prepared by anyone but an attorney.

• The statute only addresses who may "execute" the instruments.
The "Practice of Law" Includes the Preparation of Instruments Affecting Title

- The “practice of law” is defined to include “the giving of advice or the *rendering of any service* requiring the use of legal skill or knowledge, *such as preparing a will, contract, or other instrument*, the legal effect of which under the facts and conclusions involved must be carefully determined.

- Preparing and filing mechanic’s liens or lien affidavits constitutes the unauthorized practice of law when done by a person not licensed as an attorney. Drafting conveyances of real property, or the releases of liens or contracts for sale relating to such property, constitutes the practice of law and must be accomplished by a licensed attorney.

- The preparation of all types of legal instruments constitutes the practice of law. Legal instruments include deeds and deeds of trust.

- Courts generally include as a "legal instruments" any and all documents and instruments affecting title to real estate.
• More recently in 2008, the Texas Supreme Court decided *Unauthorized Practice of Law Committee v. American Home Assurance Co., Inc.*, which it laid out three factors to consider when determining whether a corporation has engaged in the practice of law when its staff employees provided legal services to someone other than the corporation. These three factors are: (i) whether the company’s interest being served by the rendition of legal services is existing, or prospective only; (ii) whether the company has a direct, substantial interest in the matter for which it provides legal services; and (iii) whether the company’s interest is aligned with the interest of the person to whom the company is providing legal services.
• The Court evaluated its earlier decision in *Hexter Title & Abstract Co. v. Grievance Committee*. Hexter Title & Abstract Co. was a title insurance agent that had its employee-attorneys prepare title opinions on the title being insured and draft corrective instruments to cure any defects found. The service was rendered at no cost in order to attract business and so title defects could be cured before insurance was purchased.
Hexter Title & Abstract Co. v. Grievance Committee (1944)

• Title insurance agent's interest was prospective because the curative work was done for the purpose of placing good title in the grantee.

• Hexter Title's interest in providing legal services was to attract business, an interest distinct from that of its customers.

• The company's interest is aligned with that of the third party to whom it is providing legal services.
• Only the parties, or their attorneys, can make material changes.

• Texas case law holds a corporation cannot employ attorneys to represent third party interests.

• A corporation does not engage in the practice of law when its in-house attorneys provide legal advice regarding the corporation's own affairs or represent others with identical interests. It would probably be seen as representing the parties to the underlying transaction rather than the company.
But What About Nonmaterial Correction Instruments?

- Section 311.023 of the Government Code provides that in “construing a statute, whether or not the statue is considered ambiguous on its face, a court may consider among other matters the: (1) object sought to be attained; (2) circumstances under which the statute was enacted; [and] (3) legislative history.”

- Legislative history supports reaffirming the long time established practice of escrow personnel preparation of scrivener’s affidavits to correct nonmaterial errors.

- These persons clearly need to have knowledge of the facts.
Persons executing correction instruments should do the following:

• Determine who may sign the correction instrument.
• Identify the basis for a person’s personal knowledge.
  • "I have reviewed prior conveyances of this parcel. The prior conveyances are consistent in stating that the initial call number is for 15 feet whereas the deed that I drafted states the initial call number is 14 feet, and therefore, I have deduced that the document I drafted contains an error."
• Clearly define the Error
  • "The lot number was incorrect on the above stated warranty deed. The lot being conveyed should have been Lot 14 instead of Lot 15."
• Attach the Complete Legal Description
• Notify the parties to the original agreement.
  • Proof of notice should be included with the correction instrument for recording.
  • An affidavit of mailing or certification indicating to whom and where the notice was sent should suffice. Remember Texas allows email.
• Use plain language
How do you prepare correction instruments?
Escrow Guidelines - Recording a Certified Copy of a Document: Instances where a certified copy can simply be filed of record.

- Original document(s) recorded in the wrong county can be recorded by obtaining a certified copy of said document and recording “as is” in the correct county.
- A court certified document such as a divorce decree or probate filed in any Texas county that references the subject property can be filed for record.
- A certified copy of a divorce decree or probate filed in another state that references the subject property can be filed for record.
DON’T FORGET
Escrow Guidelines – Correcting or Amending an Original Executed Document Prior to Recording.

• A document containing a typographical mistake that is corrected at the time of execution or prior to recording is an example of an allowable correction and/or amendment. However, the documents must be initialed by all parties to the document, prior to recording.

• A correction and/or amendment to any lender document at the time of execution or prior to recording must be approved in writing by the lender funding the transaction and initialed by all parties signing the document.

• A correction and/or amendment to an original document at the time of execution or prior to recording CANNOT change the terms of the document i.e., a mineral reservation cannot be added to the document, an additional grantee cannot be added to the document, etc. If a correction or amendment would change the terms of the original document, then a correction instrument is required and must be executed by all parties to the document.
Correction Affidavit Under Sec. 5.028, Texas Property Code

Date:

Description of Original Instrument ("Original Instrument"): (Description – include document title, date and parties with recording information)

Affiant:

Affiant on oath swears that the following statements are true and correct and are within the personal knowledge of Affiant:

1. My full legal name is [NAME], and I am over the age of eighteen (18) years and qualified to make this Affidavit.

2. I am employed as an Escrow Officer of [Title Company]. I closed the transaction relating to the Original Instrument and have personal knowledge of the facts relevant to the correction of the Original Instrument, having reviewed all documents.

3. I am making this Affidavit as a correction instrument pursuant to Section 5.028 of the Texas Property Code, with regard to the following non-material error in the Original Instrument:

[Describe error]

4. The Original instrument should correctly read as follows with respect to the non-material error described above, this being a non-material change to the Original Instrument:

[Insert corrected language]

5. I have given notice of this correction of the Original Instrument by sending a copy of this Correction Affidavit by [first class mail/electronic mail] to each party to the Original Instrument in accordance with Section 5.028 (d)(2), Texas Property Code.

AFFIANT

SUBSCRIBED AND SWORN TO before me on ______________________ by AFFIANT.

____________________________________

Notary Public, State of Texas
Notice of Correction

• [Insert date]

• (Address of each party to the transaction should be inserted)

• Re: (insert file number)

• This letter serves as notice that at the time of the recording of the (insert name of original document with nonmaterial error), a nonmaterial error as defined in Section 5.028 of the Texas Property Code was made. Pursuant to the requirements contained therein, the attached Correction instrument and this Notice of Correction will be filed for record to correct that error.
State Bar of Texas Forms

• The suggested wording from Clause 12-9-4 and Clause 12-9-5, Volume 1 of the *Texas Real Estate Forms Manual, Second Addition* (Real Estate Forms Committee of the State Bar of Texas, Austin 2011) represent examples of wording that may be used in correction instruments if the correction is either placed on the original instrument, and re-recorded, or placed in a new instrument signed by the original parties to the conveyance or, by a party’s heirs, successors, or assigns.
Clause 12-9-4

• NOTE CONCERNING CORRECTION: This deed is being filed again for record as a correction deed to correct certain incorrect information and to substitute for the deed as originally recorded. The following incorrect information is being corrected: [state the incorrect information and the correction[s], e.g., when this deed was first recorded, the legal description incorrectly stated the acreage as “32 acres,” when it should have stated the acreage as “23 acres”]. Other than the stated correction, no changes were made in the deed as originally recorded, and the effective date of this correction deed relates back to the effective date of the deed being corrected.
Clause 12-9-5

- This deed is made as a correction deed in substitution of the deed titled “[title of original deed]” (“Corrected Deed”) dated [date] and recorded in [recording data] of the real property records of [county] County, Texas, to correct the following incorrect information: [state the incorrect information and the correction[s], e.g., the legal description incorrectly stated the acreage as “32 acres,” when it should have stated the acreage as “23 acres”]. Other than the stated correction, this deed is intended to restate in all respects the Corrected Deed, and the effective date of this correction deed relates back to the effective date of the Corrected Deed.
NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.

CORRECTION WARRANTY DEED

Date: September _______, 2010.

Grantor: EDDIE W. CARROLL and JILL F. CARROLL

Grantor’s Mailing Address:

3453 N. Riley Place
Hurst, Texas 76054
Tarrant County

Grantee: CRAIG C. VALEHRACH and MARIA R. VALEHRACH

Grantee’s Mailing Address:

6801 India Court
Colleyville, Texas 76034
Tarrant County

Consideration:

The correction made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements): See Exhibit “A” attached hereto.

Grantor, for the Consideration and subject to the terms of the Corrected Deed (as modified herein), 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.

When the context requires, singular nouns and pronouns include the plural.
This deed is made as a correction deed in substitution of the deed titled "Warranty Deed With Vendor's Lien" ("Corrected Deed") dated March 10, 2006, and recorded under Instrument No. D206233415 of the real property records of Tarrant County, Texas, to correct the following incorrect information: The Corrected Deed erroneously included a reservation of mineral rights in favor of the Grantor.

All references to the Grantor reserving or retaining any interest in the minerals associated with the Property is deleted from the Corrected Deed all mineral rights and interests related to the Property owned by the Grantor at the time of execution of the Corrected Deed, if any, shall have been conveyed to Grantee. Grantor represents that it has not entered into any agreement regarding such minerals or received any compensation for same after the date of the Corrected Deed and Grantee acknowledges same. Grantor and Grantee hereby release each other and waive any claims against each other related, directly or indirectly, to the mineral rights referenced herein.

Other than the stated correction, this deed is intended to restate in all respects the Corrected Deed, and the effective date of this correction deed relates back to the effective date of the Corrected Deed.

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

Executed effective as of the date first written above.

GRANTOR:

EDDIE W. CARROLL

JILL F. CARROLL

GRANTEE:

CRAIG C. VALEHRACH
MARIA R. VALEHRACH

MARRI A. VALEHRACH
• An example follows of a draft form approved by the Real Estate Forms Committee of the State Bar of Texas as a correction instrument executed by a person who has personal knowledge of relevant facts that is scheduled to be included in the 2012 supplement of the *Texas Real Estate Forms Manual*. 
State Bar of Texas

Correction Instrument
(Nonmaterial Correction)

Date:

Person Executing This Correction Instrument:

Mailing Address of Person Executing This Correction Instrument:

Description of Conveyance Being Corrected:

Date:
Grantor:
Grantee:
Recording Data:

Error Being Corrected:

Correction:

Facts Relevant to the Correction:

Basis for Personal Knowledge of Facts Relevant to the Correction:

The Person Executing This Correction Instrument changes the Conveyance by the Correction Instrument.

The Person Executing This Correction Instrument has personal knowledge of the Facts Relevant to the Correction.

The Person Executing This Correction Instrument has provided a copy of this Correction Instrument and notice to each party to the Conveyance [and, if applicable, a party’s heirs, successors, or assigns]. Evidence of notice is attached to this Correction Instrument.

Note: Attach copies of transmittal letters and proof of mailing, copies of e-mail, or copies of other reasonable means of giving notice.

[Name of person executing the Correction Instrument]

Include acknowledgment.
CORRECTION · SPECIAL · WARRANTY · DEED · WITH · VENDOR'S · LIEN
(Vendor's Lien Reserved and Assigned to Third Party Lender)

THE STATE OF TEXAS
COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS,

THIS CORRECTION · SPECIAL · WARRANTY · DEED · WITH · VENDOR'S · LIEN is made to be effective as of October 14, 2011, by Lennar Homes of Texas Sales and Marketing, Ltd/ dba Lennar Homes of Texas ("Grantor") and Travis Nelson and Paige Nelson (collectively referred to herein as "Grantee").

RECITALS:

1. Grantor conveyed the Property (defined below) to Grantee by that certain Special-Warranty Deed with Vendor's Lien dated October 14, 2011, ("Original Deed"), which Original Deed was filed on October 18, 2011 as Instrument No. D211232431, in the Official Public Records of Real Property of Tarrant County, Texas.

2. Due to a scrivener's error, the legal description on the Original Deed incorrectly identified the block number as "Block 10"; when, in fact, the block number is "Block 110".

3. Grantor and Grantee desire to make and execute this Correction Special Warranty Deed with Vendor's Lien (the "Correction Deed") in order to correctly identify the legal description, as referenced in the Original Deed, which Correction Deed supersedes and replaces the Original Deed in its entirety.

Section Break (Next Page)
NOW, THEREFORE, Lennar Homes of Texas Sales and Marketing, Ltd., d/b/a Lennar Homes of Texas, hereinafter referred to as "Grantor," whether one or more, for and in consideration of the sum of TEN DOLLARS ($10.00) and other valuable consideration to the undersigned in hand paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the Grantee of that certain promissory note of even date herewith in the principal sum of $178,500.00, payable to the order of Highlands Residential Mortgage, Ltd. ("Lender"), as therein specified, providing for acceleration of maturity and for attorneys' fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to Allan B. Polonsky, TRUSTEE, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Travis Nelson and Paige Nelson, hereinafter referred to as the "Grantee," whether one or more, the real property including any improvements described as:

Lot 6, Block 110, The Villages of Woodland Springs West, Phase VI, Section 3, an addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat recorded in Clerk's File No. D209269918, Map Plat Records, Tarrant County, Texas.

This conveyance, however, is made and accepted subject to:

A. Any and all restrictions, encumbrances, easements, covenants, conditions, outstanding mineral interests held by third parties, and reservations, if any, relating to the hereinabove described property as the same are filed for record in the County Clerk's Office of Tarrant County, Texas.

B. The arbitration provision referred to on Exhibit "A" attached hereto (the "Arbitration Provision").

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever, and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

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

This Correction Deed supersedes and replaces the Original Deed in its entirety and is made to correct the above described error. The Correction Deed will be effective as of the date of the Original Deed.
EXECUTED on the dates set forth in the acknowledgements below, to be EFFECTIVE: October 14, 2011.

Lennar Homes of Texas Sales and Marketing, Ltd.
d/b/a Lennar Homes of Texas

By: Lennar Texas Holding Company, its General Partner

By: Authorized Agent

THE STATE OF TEXAS

COUNTY OF____________________

The foregoing instrument was acknowledged before me on this the ______ day of __________, 2011, by ________________________ of Lennar Texas Holding Company, a Texas corporation, on behalf of said corporation, and the corporation executed this instrument as General Partner of Lennar Homes of Texas.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

Page Break

CORRECTION: SPECIAL WARRANTY DEED WITH VENDOR'S LIEN - Page 3
AGREED-AND-ACCEPTED:

THE STATE OF TEXAS

COUNTY OF:

The foregoing instrument was acknowledged before me on the ___ day of ______________________, 2011, by Travis Nelson.

Travis Nelson

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

Paige Nelson

THE STATE OF TEXAS

COUNTY OF:

The foregoing instrument was acknowledged before me on the ___ day of ______________________, 2011, by Paige Nelson.

Paige Nelson

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:
CORRECTION SPECIAL WARRANTY DEED WITH VENDOR’S LIEN

THE STATE OF TEXAS
COUNTY OF DENTON

KNOW ALL MEN BY THESE PRESENTS,

THIS CORRECTION SPECIAL WARRANTY DEED WITH VENDOR’S LIEN is made to be effective as of August 18, 2001, by Six Oaks, Ltd., a Texas limited partnership (“Grantor”), and Jeffrey P. Fegan and wife, Carol A. Fegan (collectively referred to herein as “Grantee”).

RECITALS:

1. Grantor conveyed the Property (defined below) to Grantee by that certain Special Warranty Deed with Vendor’s Lien dated August 18, 2001, (“Original Deed”), which Original Deed was filed on August 23, 2001, in Volume 4907, Page 1363, in the Official Public Records of Real Property of Denton County, Texas.

2. The Original Deed erroneously conveyed Grantor’s entire interest in the mineral estate of the Property to the Grantee, when in fact, the Grantee had purchased one-half (1/2) of Grantor’s interest in the mineral estate of the Property, along with the surface estate of the Property.

3. Grantor and Grantee desire to make and execute this Correction Special Warranty Deed with Vendor’s Lien (the “Correction Deed”) to correctly describe the Property being conveyed thereby, as all referenced in the Original Deed, which Correction Deed supersedes and replaces the Original Deed in its entirety.

NOW, THEREFORE, THAT THE UNDERSIGNED, SIX OAKS, LTD., A TEXAS LIMITED PARTNERSHIP, ACTING HEREIN BY AND THROUGH ITS DUTY AUTHORIZED PARTNER, hereinafter called “Grantor,” whether one or more for and in consideration of the sum of TEN DOLLARS ($10.00) and other valuable consideration to the undersigned in hand paid by the Grantee hereinafter named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the Grantee of that
Current ad valorem taxes on the property having been prorated, the payment thereof is assumed by Grantee.

This Correction Deed supersedes and replaces the Original Deed in its entirety and is made to correct the above-described errors. The Correction Deed will be effective as of the date of the Original Deed.

EXECUTED on the dates set forth in the acknowledgments below, to be EFFECTIVE as of August 18, 2001.

GRANTOR:

Six-Oaks, Ltd., a Texas Limited Partnership

By: Argyll Management, LLC, General Partner

By: __________________________

Name: __________________________

Title: __________________________

THE STATE OF TEXAS

COUNTY OF _______________________

The foregoing instrument was acknowledged before me on this the _____ day of __________, 2008, by __________________________ , Manager, on behalf of Argyll Management, a limited liability company, on behalf of said limited liability company, and the limited liability company executed this instrument as General Partner on behalf of Six-Oaks, Ltd., a Texas Limited Partnership.

________________________

NOTARY PUBLIC, STATE OF TEXAS

________________________

PRINTED NAME OF NOTARY

________________________

MY COMMISSION EXPIRES

Page Break

CORRECTION SPECIAL WARRANTY DEED WITH VENDORS LIEN - Page 3
THIRD CORRECTION SPECIAL WARRANTY DEED
(Cash)

THE STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THIS THIRD CORRECTION SPECIAL WARRANTY DEED is made to be effective as of June 13, 2007, by Deerbrook Estates, Ltd., a Texas limited partnership ("Grantor"), also referred to herein as "Deerbrook" and Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership ("Grantee"), also referred to herein as "Lennar".

RECITALS:

1. On or about July 14, 2006, Lennar executed a Special Warranty Deed filed for record on July 31, 2006 under Clerk’s File No. 2490236 in the Official Public Records of Harris County, Texas, conveying various lots including, but not limited to, Lots 6 and 7, Block 4, Deerbrook Estates Section 2 to Deerbrook.

2. On or about May 29, 2007, Deerbrook executed a Special Warranty Deed filed for record on June 6, 2007 under Clerk’s File No. 20070324294 in the Official Public Records of Harris County, Texas, conveying various lots including, but not limited to, Lots 6 and 7, Block 4, Deerbrook Estates, Section 2 to Choice Homes, Inc. ("Choice Homes").

3. On or about August 10, 2006 Deerbrook executed a Special Warranty Deed, recorded on August 24, 2006 in Film Code No. Z555541, Harris County, Texas, which did not include the subject lots (Lots 6 and 7, Block 4, Deerbrook Estates, Section 2) in the conveyance to Lennar, hereinafter referred to as "Deed 1".

4. On or about June 13, 2007, Deerbrook executed a Correction Special Warranty Deed, hereinafter referred to as "First Correction Deed" filed for record on June 14, 2007 under Clerk’s File No. 20070364016 in the Official Public Records of Harris County, Texas, to correct the legal description the property conveyed in "Deed 1". However, due to a scrivener’s error, Lots 6 and 7, Block 4, Deerbrook Estates, Section 2 were included in the restatement in the Correction Special Warranty Deed, with the additional typographical error of stating the property was located in Section 4 instead of Section 2, as well as the reference to an incorrect Clerk’s File No. and Film Code No. for the map or plat. Lots 6 and 7, Block 4, Deerbrook Estates, Section 2 should not have been mentioned or included in this Correction Deed. These lots had been previously conveyed to Choice Homes, Inc., as noted in Paragraph 2.
5. On or about July 19, 2007, Deerbrook executed a second Correction Special Warranty Deed filed for record on July 20, 2007 under Clerk's File No. 20070444471 in the Official Public Records of Harris County, Texas, to correct the legal description for property conveyed in a Special Warranty Deed recorded June 14, 2007 in Document No. 20070564916, Official Public Records, Harris County, Texas, whose purpose and intent was to properly reflect the subject lots (including Lots 6 and 7, Block 4, Deerbrook Estates, Section 2) as being in Section 2 and not Section 4, hereinafter referred to as "Second Correction Deed". Again, as in the First Correction Deed, the reference to the Clerk's File No. and Film Code No. for the map or plat is incorrect.

Grantor and Grantee desire to make and execute this Third Correction Special Warranty Deed (the "Third Correction Deed") in order to fully and finally correct the legal descriptions contained and referenced in Deed 1, the First Correction Deed and the Second Correction Deed, which the Third Correction Deed supersedes and replaces in their entirety.

THAT Deerbrook Estates, Ltd., a Texas limited partnership, (hereinafter referred to as "Grantor"), for the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, to the undersigned in hand paid by LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership (hereinafter referred to as "Grantee"), whose address is 550 Greens Parkway, Suite 200, Houston, Texas 77067, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY to Grantee all that certain property (the "Property") situated in Harris County, Texas, and described in Exhibit "A" attached hereto and incorporated herein by reference, together with (i) any and all improvements, rights and appurtenances belonging or pertaining thereto, (ii) all rights, title and interests of Grantor in and to any easements, leases, rights-of-way, rights of ingress or egress or other interests in, on or to any land, highway, street, road or avenue, open or proposed, in on, in front of, abutting, adjoining, or benefiting said Property, and (iii) all rights, title and interests of Grantor in and to all utilities, sewage treatment capacity and water capacity, if any, to serve or which will serve said Property (the real property and all of the foregoing set forth in the above subclauses (i)-(iii) are hereinafter collectively referred to as the "Property.")

TO HAVE AND TO HOLD the Property unto Grantee and Grantee's heirs, executors, administrators, legal representatives, successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's heirs, executors, administrators, legal representatives, successors and assigns, against every person whomesoever lawfully claiming or to claim property or any part thereof, by, through or under Grantor, but not otherwise.

Ad valorem taxes for the year of closing relating to the Property have been prorated between Grantor and Grantee as of the date hereof.

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

This Third Correction Deed supersedes and replaces the First and Second Correction Deeds in their entirety and is made to correct the above-described error in the legal description. The Third Correction Deed will be effective as of the date of Deed 1.
EXECUTED to be effective as of the 13th day of July, 2007.

GRANTOR:

Deerbrook Estates, Ltd., a Texas limited partnership

By: Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, General Partner of Deerbrook Estates, Ltd.

By: Lennar Texas Holding Company, a Texas corporation, its General Partner

Authorized Agent

THE STATE OF TEXAS

COUNTY OF Harris

The foregoing instrument was acknowledged before me on this the 13th day of February, 2010, by the undersigned, of Lennar Texas Holding Company, a Texas corporation, on behalf of said corporation, and the corporation executed this instrument as General partners of Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, on behalf of said partnership and executed this instrument as General Partner on behalf of Deerbrook Estates, Ltd., a Texas limited partnership.

MONICA D. VEGA DUFFIELD
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:

PRINTED NAME OF NOTARY
GRANTEE:
Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership
By: Lennar Texas Holding Company, a Texas corporation, its General Partner

[Signature]
Authorized Agent

THE STATE OF TEXAS
COUNTY OF Harris

The foregoing instrument was acknowledged before me on this the 17th day of February, 2010, by John Notaunora of Lennar Texas Holding Company, a Texas corporation, on behalf of said corporation, and the corporation executed this instrument as General Partner of Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership.

[Signature]
Monica D. Vega Duffield
NOTARY PUBLIC, STATE OF TEXAS

[Signature]
Monica D. Vega Duffield
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:
02-23-2012

GRANTEE'S ADDRESS:
Lennar Homes of Texas Land and Construction, Ltd.
500 Greens Parkway, Suite 200
Houston, Texas 77067
EXHIBIT A

Lots 15-24, 30-34, 40-44, Block 1; Lots 16, 17, 18, Block 3; Lots 1-5, Block 4 and Lots 8-12, Block 4; and Lots 4, 5, 10, Block 5, Deerbrook Estates Sec. 2, an addition in Harris County, Texas according to the map or plat thereof filed under Film Code No. 597030, of the Map/Plat Records of Harris County, Texas.
A Convoluted Example
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 121, TEXAS PROBATE CODE. IF YOU HAVE ANY QUESTION 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.

Parties

I, W.W. LINDHORN, of Brownsville, Cameron County, Texas, my social security number being , appoint WILLIAM A. PAULE, JR., as my agent (attorney-in-fact) to act for me in any lawful way with respect to the following initialed subjects:

Powers Transferred

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF PARAGRAPH (N) AND IGNORE THE LINES IN FRONT OF THE PARAGRAPHS DESCRIBING THE OTHER POWERS.

TO GRANT ONE OR MORE, BUT FEWER THAN ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF THE PARAGRAPH DESCRIBING EACH POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL THE PARAGRAPH IN FRONT OF THE PARAGRAPH DESCRIBING THAT POWER. YOU MAY, BUT NEED NOT, CROSS OUT THE DESCRIPTION OF EACH POWER WITHHELD.

INITIALIZE

DESCRIPTION OF POWER

___ A. Real property transactions;
___ B. Tangible personal property transactions;
___ C. Stock and bond transactions;
___ D. Commodity and option transactions;
___ E. Banking and other financial institutions transactions;
___ F. Business operating transactions;
___ G. Insurance and annuity transactions;
___ H. Estates, trust, and other beneficiary transactions;
___ I. Claims and litigation;

JAMES WAF STATUTORY POA

EXHIBIT NO. 5 TO Faulk Aff.
Personal and family maintenance;  
Retirement plan transactions;  
Tax matters;  
All of the powers listed in paragraphs (a) through (m) above you need not initial any other line if you initial the line before this paragraph (n).  

Special Instructions  
On the following lines, you may give special instructions limiting or extending the powers granted to your agent.

Duration of Power  
Unless you direct otherwise, this power of attorney is effective immediately and will continue until it is revoked.

Choose one of the following alternatives for when the power of attorney becomes effective.  
You should choose alternative (a) if you want the power of attorney to become effective on the date that it is executed.  
You should choose alternative (b) if you want the power of attorney to become effective only when you become disabled or incapacitated.

Make your choice by crossing out the alternative not chosen.  
(a) This power of attorney is not subject to any disability or incapacity.  
(b) This power of attorney becomes effective on my disability or incapacity.

If neither (a) nor (b) is crossed out, it will be assumed that you chose alternative (a) and the power of attorney will become effective immediately on execution.

Third-Party Dealings  
(3) This power of attorney becomes effective on my disability or incapacity.
I agree that any third party who receives a copy of this document may act under it. Rescission of the durable power of attorney is not effective as to a third party until the third party receives actual notice of the rescission. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Successor Agent

If any agent named by me dies, becomes legally disabled, resigns, or refuses to act, I name the following person(s) (each to act alone and successively, in the order named) as successor(s) to that agent:

1. PHYLLIS N. KNUTSON and PETER R. KNUTSON


H.W. LINDHORN

Acknowledgment

THE STATE OF TEXAS
COUNTY OF CAMERON

This document was acknowledged before me on this the 14th day of AUGUST, 2003, by

H.W. LINDHORN.

NOTARY PUBLIC, STATE OF TEXAS

Warning to Agent

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

Date: January 30, 2004

Grantor: H.W. LINDHORN, a single man, individually and as Trustee of the Lindhorn Family Trust under Trust agreement dated November 27, 1990.

Grantor's Mailing Address (including county):

134 Calle Anacua
Brownsville, Cameron County, Texas 78520

Grantee: BROWNSVILLE – SOUTH PADRE ISLAND BOARD OF REALTORS

Grantee's Mailing Address (including county):

P.O. Box 4876
Brownsville, Texas 78523

Consideration: The sum of TEN AND NO/HUNDREDTHS DOLLARS ($10.00) Cash, and other good and valuable consideration in hand paid by Grantee to Grantor herein, the receipt of which is hereby fully acknowledged and confessed.

Property (including any improvements):

Lot Number 1 of HIGHWAY TERRACE SUBDIVISION, of Lots 42-44, 46-48, and 50, of the Brownsville Land and Improvement Company Subdivision, in Share 22, of the Espiritu Santo Grant in Cameron County, Texas, according to the map or plat of said HIGHWAY TERRACE SUBDIVISION, RECORDED in volume 5, Page 70, Map Records of Cameron County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

"For Grantor and Grantor's assigns, a reservation of the full possession, benefit, and use of the Property for the remainder of the life of Grantor, as a life Estate."

Any and all restrictions, covenants, conditions, easements, mineral and/or royalty reservations shown of record in Cameron County, Texas, and to all zoning laws, leases, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinafter described Property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLs, and CONVEYS to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or
assigns forever. Grantor binds Grantor and Grantor’s heirs, executors, administrators, and successors to WARRANT AND FOREVER DEFEND all and singular the property to Grantee and Grantee’s heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

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

H.W. LINDHORN, Individually and as Trustee of the Lindhorn Family Trust under, Trust agreement dated November 27, 1990

By: William A. Faulk, Sr., Attorney in Fact

(ACKNOWLEDGMENT)

STATE OF TEXAS

COUNTY OF CAMERON

This instrument was acknowledged before me on the 30th day of January, 2004 by WILLIAM A. FAULK, SR., Attorney in Fact on behalf of H.W. LINDHORN Individually and as Trustee of the Lindhorn Family Trust under, Trust agreement dated November 27, 1990.

ROSA E. ANAYOZ
NOTARY PUBLIC, STATE OF TEXAS

WHEN RECORDED RETURN TO:
THE RENTRIO FAULK LAW FIRM
185 S RUBEN M TORRES SR BLVD
BROWNSSVILLE TX 78520

03-05-06
Warranty Deed
FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Jun 11, 2004 at 11:34A

Document Number: 00032889

By
Elena Garza
Joe & Rivera, County Clerk
Cameron County
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.

Durable Power of Attorney

For
H. W. LINDHORN
[With Trust Powers and Health Care Powers]

I revoke all previous powers of attorney given by me. This is durable power of attorney given for the management, protection and conservation of my property, especially in the event I am unable for any reason to manage, protect and conserve my own property, and to avoid a guardianship as to the management, protection and conservation of my property. It is my purpose to delegate certain other authority of personal nature, such as the authority to make health care decisions and to issue directives to physicians to terminate life support systems in the event I cannot do so for myself. The authority vested in a Personal Representative under this Durable Power of Attorney is unlimited in nature and is based in complete trust. A Personal Representative’s authority and legal capacity will be that of an agent and trustee.

APPOINTMENT OF THE PERSONAL REPRESENTATIVE

I appoint WILLIAM A. FAULK as my Personal Representative. If WILLIAM A. FAULK ceases to serve for any reason, I appoint PETER R. KNUTSON as my Personal Representative. And if Peter R. Knutson should cease to serve for any reason, I appoint PHYLLIS KNUTSON as my Personal Representative. These persons, in the order listed, are also my preference as guardian should a Court appointed guardian of my person or estate be required.

My Personal Representative may elect to receive a reasonable compensation for service considering the time required in the administration of my affairs and the responsibility assumed. My Personal Representative may delegate to a state or national banking corporation, having trust powers and an active trust department, by agency agreement or otherwise, any one or more of the following administrative functions: the custody and safekeeping of assets, record keeping and accounting, and/or investment authority. The expense of the agency or other arrangement will be paid as an expense of administration pursuant to this Power of Attorney.

My Personal Representative will serve without the requirement of bond or other security, and will have the authority given to agents by Texas law and to trustees under the laws of the state of Texas.

This Power of Attorney is revocable and revocation will be effective only if my written and
acknowledged revocation is filed of record in the Deed Records of Cameron County, Texas. Any person, entity, or institution dealing with my Personal Representative will be entitled to rely upon my Personal Representative's sworn statement that this General Power of Attorney has not been revoked and that the Personal Representative is authorized and empowered to serve. I indemnify and hold harmless any person, firm, institution, or agency from any loss or claim whatsoever in relying upon such statement, and to this end, I bind myself, my estate, my heirs, successors, and assigns.

I vest in my Personal Representative the authority to record this Power of Attorney at any reasonable time, and to the extent I may lawfully provide, my Personal Representative may do so at any time before the Personal Representative is to act with respect to any third party who may be asked to rely upon this document.

**DURABLE POWER OF ATTORNEY FOR HEALTH CARE**

I appoint my Personal Representative as my health care agent to make any and all health care decisions for me, except to the extent I state otherwise in this document. This Durable Power of Attorney for health care takes effect if I become unable to make my own health care decisions and this fact is certified in writing by my physician. I understand that this Power of Attorney exists indefinitely from the date I execute this document unless I establish a shorter time in which to revoke the Power of Attorney. If I am unable to make health care decisions for myself when this Power of Attorney expires, the authority I have granted my Personal Representative will continue to exist until the time I become able to make health care decisions for myself. I revoke any prior Durable Power of Attorney for health care.

I have been provided with a disclosure statement explaining the effect of this document. I have read and understand the information contained in the disclosure statement.

**DIRECTIVE TO PHYSICIANS**

Being of sound mind, I deliberately and voluntarily make known my desire that my life will not be artificially prolonged under the circumstances set forth below, and do hereby declare:

1. If at any time I should have an incurable or irreversible condition caused by injury, disease, or illness certified to be a terminal condition by two physicians, and if the application of life-sustaining procedures would serve only to artificially prolong the moment of my death and if my attending physician determines that my death is imminent or will result within a relatively short time without application of life-sustaining procedures, I direct that such procedures be withheld or withdrawn, and that I be permitted to die naturally. While I understand that I am not legally required to be specific about future treatment, if my condition is terminal, the following is a description of treatment which I do and do not want:

- I do not want cardiac resuscitation.
- I do not want mechanical respiration.
- I do not want tube feeding.
- I do not want antibiotics.
- I do want pain relief, and I direct that treatment be limited to measures to keep me
4. I understand the full import of this directive and I am emotionally and mentally competent to make this directive.

comfortable and to relieve pain, including any pain that might occur by withholding or withdrawing treatment.
- I do want the administration of saline solutions so that my death will not be the result of dehydration.
- I do not want to be maintained in a condition or approaching a condition of what is known as a vegetative state, and I want a treating physician and my Personal Representative to do all that is possible to avoid the administration of procedures which will only prolong the moment of my death.

2. In the absence of my ability to give directions regarding the use of such life-sustaining procedures, and if this statement alone is insufficient as a directive to physicians, I vest in my Personal Representative the authority to make a directive to physicians, and to provide each attending physician with a release of liability for so doing, on my behalf and as if the directive were made by me. It is my intention that this directive will be honored by my family and physicians as the final expression of my legal right to refuse medical or surgical treatment and accept the consequences of such refusal.

3. This directive will be in effect until it is revoked as I have provided in this document. I understand that I may revoke this directive at any time.

4. I understand the full import of this directive and I am emotionally and mentally competent to make this directive.

SALE OF REAL PROPERTY

State law, and title companies who issue owner's and mortgagee's policies of title insurance, may impose a limitation upon the authority of a Personal Representative to convey title to real estate without the actual joinder of the person represented. Any such impediment will serve to frustrate the very purpose for which this unlimited General Power of Attorney is given. Therefore, I give to my Personal Representative the unrestricted and unlimited authority to sell, exchange, or otherwise convey legal and equitable title to any real estate, or interest in real estate, which I may own. This authority will include any property in which I may have a homestead interest. I waive any requirement which may be imposed by law or by a title agency that I personally join in the conveyance. To protect a title agency and any other person, agency, or entity who may rely upon the authority vested in this document, I bind myself, my estate, my successors and assigns, and my Personal Representatives to indemnify and hold harmless any person, agency, or entity from any claim or loss whatever in relying upon the authority provided by this document and the authority of my Personal Representative.
AS A GENERAL POWER
OF ATTORNEY

This document is to be construed as a General Power of Attorney vesting in my Personal Representative complete and absolute authority, without my joinder or consent, to transact for me and on my behalf any and all business I might transact if personally present and acting. Any transaction completed on my behalf by my Personal Representative will be binding upon me, my estate, my successors, and assigns.

Most general powers of attorney attempt to list the specific power or authority in a Personal Representative. I am concerned that the attempt to make a comprehensive list might in some way limit my Personal Representative's authority. The authority I vest in my Personal Representative is comprehensive and unlimited.

My Personal Representative will have the authority to continue during any period or episode of my disability any program of planned giving which I may have established. The continuation of a program or plan of giving which includes annual gifts to my Personal Representative will not be a breach of trust or an act of self dealing on the part of the Personal Representative.

This Power of Attorney is to be considered and construed as being a Durable Power of Attorney and will not terminate upon my disability. As a trust, the authority of the Personal Representative will continue following my death for a time reasonably needed to complete administration of the property which, at the time of my death, was in the custody or control of my Personal Representative. This would include, for example, all property held in the name of my Personal Representative as trustee.

AUTHORITY AS A TRUSTEE

I vest in my Personal Representative all of the power and authority given to trustees by the trust laws of the state of Texas. If my Personal Representative determines that it is in my best interest under the facts and circumstances then existing, I authorize my Personal Representative to take possession of any and all of my property and estate, as trustee, and to hold, conserve and administer such property for me and for my general welfare. My Personal Representative will be responsible only for the property of my estate over which the representative shall assert direct control, and will not have liability for the loss of income from, or the depreciation in value of, assets which the representative does not possess or which are retained in the form my Personal Representative received them.

My Personal Representative will have the authority to employ such professional help and consultation as needed to assist with the prudent administration of my property and to provide for my welfare. The expense of professional help, consultation and assistance will be an expense of administration.
My Personal Representative is authorized, upon my death, to make direct payment for any expense related to my hospitalization, illness, treatment, and care prior to my death and any expense related to my death and the settlement of my estate. The trust created by this document will continue for a reasonable time in which to conclude administration, pay expenses of termination (including the discretionary payment of expenses and estate settlement costs), and to make distribution of the trust property to those entitled to it.

RATIFICATION AND INDEMNITY

I ratify and confirm all that my Personal Representative will do or cause to be done by reason of the authority vested by this Power of Attorney and by law. I further provide that my Personal Representative may indemnify and hold harmless any third party who accepts and acts under this Power of Attorney. No person, firm, agency or entity will be obligated to see to application of payment delivered to my Personal Representative for or on my behalf. I bind myself, my estate, my successors, heirs, and assignees, to indemnify and hold harmless any person, agency, or entity from any loss or claim which may be sustained as the result of relying upon this document and the authority of my Personal Representative. My Personal Representative is authorized to proceed in my name and on my behalf against any person, agency or entity who will fail or refuse to recognize the authority of my Personal Representative or who will refuse to transact business with my Personal Representative to my harm and detriment.

CONCLUSION

This Power of Attorney, and the trust it represents, is dated and effective the date herein set forth.

DATE: AUGUST 4th, 2004

H.W. LINDHORN [Signature]

WITNESSES TO HIS MARK:

[Signatures]

[Mark]

5 of 9 pages
State: TEXAS

County: CAMERON

On this 21st day of AUGUST in the year 2004 before me, a Notary Public of said State, personally appeared H. W. LINDHORN personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that H. W. LINDHORN executed the same and for the purpose and consideration therein expressed by making his mark.

WITNESS MY HAND AND OFFICIAL SEAL.

[Signature]

Notary Public

6 of 9 pages
WITNESS TO THE SIGNING OF A DURABLE GENERAL POWER OF ATTORNEY

As required by law, we acknowledge that we did witness the execution of a Durable Health Care Power of Attorney by H.W. LINDHORN. Each of us, the witnesses, is 18 years of age or older, and H.W. LINDHORN, in our presence, did acknowledge and affirm that he is 18 years of age or older. H.W. LINDHORN signed the Power of Attorney in our presence and we signed as witnesses in his presence. Because the Durable Power of Attorney signed by H.W. LINDHORN includes the authority of the Personal Representative (“agent”) to make health care decisions and authority under the law of the state of Texas, we, the witnesses, further declare, attest and acknowledge under penalty of perjury, that: (1) H.W. LINDHORN has identified himself to each of us and asked that each of us sign as witnesses; (2) that H.W. LINDHORN signed the Durable Power of Attorney in our presence; (3) H.W. LINDHORN appeared to be of sound mind to make a health care decision; (4) H.W. LINDHORN stated in our presence that he (the principal) was aware of the nature of the Durable Power of Attorney for Health Care and that he (the principal) was signing the document voluntarily and free from any duress; (5) neither of us is related to H.W. LINDHORN by blood, marriage, or adoption and that to the best of our knowledge neither of us is entitled to any part of the estate of H.W. LINDHORN upon his death under a Will or by operation of law; (6) neither of us is the attending physician of H.W. LINDHORN or an employee of the attending physician; and (7) if either of us is an employee of a health facility in which H.W. LINDHORN is a patient, neither of us is involved in providing direct patient care to him nor is either of us directly involved in the financial affairs of the health facility. (8) H.W. Lindhorn signed by making his mark

Date: AUGUST 2004

Witness

[Signature]

Printed Name of Witness

Address of Witness

Witness

[Signature]

Printed Name of Witness

Address of Witness

7 of 9 pages
State:  TEXAS
County:  CAMERON

On this 26th day of AUGUST in the year 2004 before me, a Notary Public of said State, personally appeared Melissa Alcazar and Flor Ketela Casas personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same and for the purpose and consideration therein expressed.

WITNESS MY HAND AND OFFICIAL SEAL.

[Signature]
Notary Public
Date: January 30, 2004

Grantor: H.W. LINDHORN, a single man, individually and as Trustee of the Lindhorn Family Trust under Trust agreement dated November 27, 1990.

Grantor’s Mailing Address (including county):
134 Calle Anacua
Brownsville, Cameron County, Texas 78520

Grantee: BROWNSVILLE BOARD OF REALTORS EDUCATIONAL FOUNDATION

Grantee’s Mailing Address (including county):
P.O. Box 4876
Brownsville, Texas 78523

Consideration: The sum of TEN AND NO/HUNDREDTHS DOLLARS ($10.00) Cash, and other good and valuable consideration in hand paid by Grantee to Grantor herein, the receipt of which is hereby fully acknowledged and confessed.

Property (Including any improvements):
Lot Number 1 of HIGHWAY TERRACE SUBDIVISION, of Lots 42-44, 46-48, and 50, of the Brownsville Land and Improvement Company Subdivision, in Share 22, of the Espiritu Santo Grant in Cameron County, Texas, according to the map or plat of said HIGHWAY TERRACE SUBDIVISION, RECORDED IN volume 5, Page 70, Map Records of Cameron County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

“For Grantor and Grantor’s assigns, a reservation of the full possession, benefit, and use of the Property for the remainder of the life of Grantor, as a life Estate.”

Any and all restrictions, covenants, conditions, easements, mineral and/or royalty reservations shown of record in Cameron County, Texas, and to all zoning laws, leases, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described Property.

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
RE CONCERNING CORRECTION: This Deed is being filed again for record as a Correction Deed to correct certain incorrect information and to substitute for the deed as originally recorded. The following incorrect information is being corrected: When this deed was first recorded, the grantee was shown as Brownsville-South Padre Island Board of Realtors, when it should have been shown as "BROWNSVILLE AND OF REALTORS EDUCATIONAL FOUNDATION". Other than the stated correction, no other changes are made in the Deed as originally recorded, and the effective date of this Correction Deed relates back to effective date of the instrument being corrected.

APPROVED:

BROWNSVILLE-SOUTH PADRE ISLAND BOARD OF REALTORS

BY: [Signature]

(ACKNOWLEDGMENT)

STATE OF TEXAS

COUNTY OF CAMERON

This instrument was acknowledged before me on this the 24th day of October, 2004 by Richard Lizardi, President of THE BROWNSVILLE-SOUTH PADRE ISLAND BOARD OF REALTORS in their capacity therein stated.

[Notary Public Stamp]

Notary Public, State of TEXAS
assigns forever, Grantee binds Grantor and Grantor's heirs, executors, administrators, and successors, to WARRANT AND FOREVER DEFEND all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

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

H.W. LINDHORN, Individually and as Trustee of the Lindhorn Family Trust under, Trust agreement dated November 27, 1990

By: William A. Faulk, Sr., Attorney in Fact

(ACKNOWLEDGMENT)

STATE OF TEXAS

§

COUNTY OF CAMERON

§

This instrument was acknowledged before me on the 30th day of January, 2004 by WILLIAM A. FAULK, SR., Attorney in Fact on behalf of H.W. LINDHORN Individually and as Trustee of the Lindhorn Family Trust under, Trust agreement dated November 27, 1990.

ROSA E. AMADOR
Notary Public
State of Texas
My Comm. Exp. 07-14-2005

PREPARED IN THE LAW OFFICE OF:
THE RENTFRO FAULK LAW FIRM
185 E RUBEN M TORRES SR BLVD
BROWNSVILLE TX 78520

63-05-051
Warranty Deed
Ode to the Spell Checker

Eye have a spelling chequer,
It came with my pea sea.
It plainly marques four my revue
Miss Steaks eye kin knot sea.
Eye strike a key and type a word
and weight four it two say
Weather Eye am wrong oar write
It shows me strait a weigh.
As soon as a mist ache is maid,
It nose bee fore two long,
And Eye can put the error rite—
Its rare lea ever wrong.
Eye have run this poem threw it
I am shore your pleased two no,
Its letter perfect awl the weigh.
My spell chequer tolled me sew.