

**WARRANTY DEED**  
*(Deed in Lieu of Foreclosure)*

**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: August 25, 2006

Grantor: Maria A. Rodriguez

**1724610**

Grantor's Mailing Address (including county):  
4004 Myra Drive  
Mission, Texas 78574  
Hidalgo County

Grantee: San Cristobal Partnership

Grantee's Mailing Address (including county):

5711 N. 10<sup>th</sup> Street  
McAllen, Texas 78504  
Hidalgo County

Consideration: The cancellation and extinguishments of the unpaid balance on that one certain promissory note (the "Note") executed by Grantor, payable to the order of Grantee, in the original amount of Twenty Five Thousand and 00/100ths Dollars (\$25,000.00), and secured by a deed of trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number: 1669693

Property (including any improvements):

Lot 162 San Cristobal Subdivision Phase Two, Hidalgo County, Texas as per the map or plat thereof on file and of record in Volume 49, Pages 103 through 107, Map Records, Hidalgo County, Texas

Grantor, for valuable consideration, the receipt of which is hereby acknowledged, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold the Property to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof forever.

IT IS HEREBY EXPRESSLY ACKNOWLEDGED AND AGREED THAT:

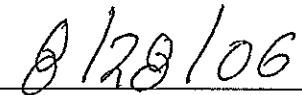
- I. Notwithstanding the above cancellation and extinguishments of the balance owing on the Note, all of the liens and security interests (hereinafter collectively called the "Liens") that evidence or secure the payment of the Note, are not released or relinquished in any manner or respect whatsoever, which Liens shall remain valid and continuous and in full force and effect, unless and until unconditionally released by written instrument (the "Release") executed by Grantee, or its successors and assigns, and recorded in the Official Records of

Real Property of Hidalgo County, Texas, which Release may be made as, if, and when Grantee, or its successors and assigns, shall determine in the exercise of its sole discretion; and

2. Neither Grantor nor Grantee intend that there be, and there shall not be, a merger of any of the Liens with the title or other interest of Grantee by virtue of this conveyance and the parties expressly provide that each such interest in the Liens in one hand and title on the other be, and remain at all times separate and distinct; and
3. As a material inducement to Grantee to accept this Deed, Grantor does hereby release and forever discharge Grantee from any and all claims, demands, actions causes of action and liabilities whatsoever, known or unknown, at law or in equity, if any, which Grantor may now have against Grantee in connection with the Note, the deed of trust securing it, or the Property.

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

  
\_\_\_\_\_  
MARIA A. RODRIGUEZ

  
\_\_\_\_\_

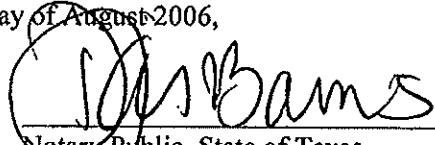
**SAN CRISTOBAL PARTNERSHIP**

  
\_\_\_\_\_  
By: William A. Schwarz, General Partner

(Acknowledgement)

THE STATE OF TEXAS     §  
                                  §  
COUNTY OF HIDALGO     §

This instrument was acknowledged before me on the 28<sup>th</sup> day of August 2006,  
by Maria A. Rodriguez.

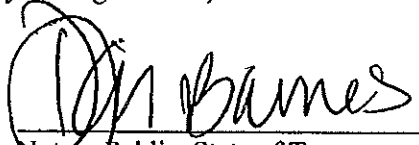
  
\_\_\_\_\_  
Notary Public, State of Texas



(Acknowledgement)

THE STATE OF TEXAS     §  
                                  §  
COUNTY OF HIDALGO     §

This instrument was acknowledged before me on the 28<sup>th</sup> day of August 2006,  
by William A. Schwarz.

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



AFTER RECORDING RETURN TO:

San Cristobal Subdivision  
5711 N. 10<sup>th</sup> Street  
McAllen, Texas 78504