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LEGISLATIVE REFERENCE DIVISION
P.O. BOX 10183-CAPITOL STATION
AUSTIN, TEXAS 78711

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EXAMINERS' EXHIBITS, ADMITTED VOLUME TWO

PAGES 561 TO 1046

OFF STATE OF TEXAS,
County of DUVAL

Know All Men by These Presents:

That I, O. P. CARRILLO, not joined herein by my wife for the reason that
the property herein conveyed constitutes no part of our homestead,
of the County of Duval State of Texas for and in consideration
of the sum of Ten and No/100 (\$10.00)-----

----- DOLLARS
and other good and valuable consideration,
to me in hand paid by CLINTON MANGES and wife, HELEN RUTH MANGES, receipt
of which is hereby acknowledged, ~~XXXXXXXXXX~~

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said

Clinton Manges and wife, Helen Ruth Manges,
of the County of Duval State of Texas all that certain
tract, piece or parcel of land, lying and being situate in Duval
County, Texas, described as follows, to-wit:

All of Lot Nine (9) in Block Eighteen (18), Original
Townsite of Benavides, Duval County, Texas, according
to the map or plat thereof on file and of record in the
office of the County Clerk of Duval County, Texas, to
which reference is hereby made for all purposes.

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 Clinton Manges and wife,
Helen Ruth Manges, their

heirs and assigns forever and I do hereby bind myself, my
heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises
unto the said Clinton Manges and wife, Helen Ruth Manges, their

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any
part thereof.

WITNESS my hand and
this 12th day of October
Witnesses at Request of Grantor:

19 70
[Signature] E-26
O. P. Carrillo

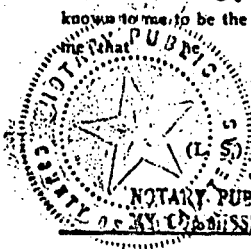
SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
O. P. CARRILLO

knows to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to
me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the 12 day of Oct A. D. 19 70.



JOSE H. SAENZ

NOTARY PUBLIC, DUVAL COUNTY, TEXAS

Notary Public in and for Duval County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF DUVAL

I, ALBERTO GARCIA, County Clerk in and for the aforesaid

County and State, do hereby certify that the foregoing instrument of writing with its certificate of
authentication was filed for record August 23, 1971 at 10:21 o'clock A.M.,

and duly recorded August 27, 1971 at 9:25 o'clock A.M.,
in book "164" pages 371/372 Deed Records.

Witness my hand and official seal, the day and year last above written.

ALBERTO GARCIA, Clerk,
County Court, Duval County, Texas.

By *Araceli Valero*, Deputy.

*Access from driveway from home is lot judge intended to
convey*

EXHIBIT 12

00563

THE STATE OF TEXAS, }
COUNTY OF DUVAL }

I, ALBERTO GARCIA, County Clerk in and for the aforesaid County and State, do hereby certify that the foregoing is a true and correct copy of the original.

WARRANTY DEED. FILE #1225. O. P. CARRILLO TO CLINTON MANGES AND WIFE, HELEN RUTH MANGES.

as the same appears of record in my office in Volume "164"
Pages "371-372" DEED Records.

Given under my hand and the seal of said Court, at office in San Diego,
Texas, this 14TH day of MARCH, 19 73.

(L S.) ALBERTO GARCIA, Clerk.
County Clerk, Duval County, Texas.

By ANACLETO VALERIO, Deputy.

5277

THE STATE OF TEXAS, } KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF Duval

That I, Celia Carrillo Ramirez, a widow

of the County of Duval State of Texas, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration ~~DOLLARS~~ to me in hand paid by O. P. Carrillo, the receipt of which is hereby acknowledged and confessed

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said O. P. Carrillo of the County of Duval, State of Texas, all that certain land, tract or parcel of land situated in Duval County, Texas, and described as follows:

The north half (N.1/2) of Lot Number Nine (9) in Block Number Eighteen (18) of the Benavides West-side Addition to the City of Benavides, Duval County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said O. P. Carrillo, his

heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said O. P. Carrillo, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

Witness my hand at Benavides, Duval County, Texas this 9th day of April, A. D. 1973
Witnesses at Request of Grantor: Celia Carrillo Ramirez

E-27

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Duval

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared Celia Carrillo Ramirez, a widow

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 9th day of April, A.D. 1973

(L.S.)

Carrillo
Notary Public, Duval County, Texas
My Commission Expires June 1, 1973

THE STATE OF TEXAS,
COUNTY OF DUVAL

I, ALBERTO GARCIA, County Clerk in and for the aforesaid

County and State, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record April 9, 1973 at 9:00 o'clock A. M.,

and duly recorded April 11, 1973 at 10:00 o'clock A. M.,
in book "175" pages 480/481 Deed Records.

Witness my hand and official seal, the day and year last above written.

(L.S.)

ALBERTO GARCIA, Clerk,
County Court, Duval County, Texas.
By Miguel Valdes, Deputy.

00566

THE STATE OF TEXAS, }
COUNTY OF DUVAL }

I, ALBERTO GARCIA, County Clerk in and for the aforesaid County and State, do hereby certify that the foregoing is a true and correct copy of the original.

WARRANTY DEED, FILE NO. 5277

FROM: CELIA CARRILLO RAMIREZ

TO: O. P. CARRILLO

FILED: APRIL 9, 1973

as the same appears of record in my office in Volume "175"
Pages 480/481 Deed Records.

Given under my hand and the seal of said Court, at office in San Diego,
Texas, this 1st. day of October, 19 75.

Alberto Garcia
ALBERTO GARCIA, Clerk.

(L. S.) County Clerk, Duval County, Texas.

By _____, Deputy.

5278

The State of Texas,
County of DUVAL

} Know All Men by These Presents:

That I, O. P. CARRILLO, a single man,

of the County of Duval State of Texas for and in consideration
of the sum of Ten and No/100 (\$10.00)-----

and other good and valuable consideration DOLLARS
to me in hand paid by CLINTON MANGES and wife, HELEN RUTH MANGES,
receipt of which is hereby acknowledged,

~~xxxxxxx~~

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said
CLINTON MANGES and wife, HELEN RUTH MANGES,

of the County of Duval State of Texas all that certain
tract, piece or parcel of land, lying and being situate in Duval County,
Texas, described as follows, to-wit:

The North 1/2 of Lot Nine (9) in Block Eighteen (18), Benavides West
Side Addition, Duval County, Texas, according to the map or plat thereof
on file and of record in the office of the County Clerk of Duval County,
Texas, reference to which is here made for all purposes.

THIS DEED IS EXECUTED FOR THE PURPOSE OF CORRECTING AND IN
SUBSTITUTION OF THAT CERTAIN DEED DATED OCTOBER 12, 1970, EXECUTED
BY O. P. CARRILLO, TO CLINTON MANGES AND WIFE, HELEN RUTH MANGES,
AND RECORDED IN VOLUME 164, PAGE 371, DEED RECORDS, DUVAL COUNTY,
TEXAS, WHEREIN THE PROPERTY DESCRIPTION WAS BY MISTAKE ERRONEOUS.

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 Clinton Manges and wife,
Helen Ruth Manges, their

heirs and assigns forever and I do hereby bind myself, my
heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises
unto the said Clinton Manges and wife, Helen Ruth Manges, their

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any
part thereof.

WITNESS my hand ~~xxx~~
this 9th day of April
Witnesses at Request of Grantor:

19 73.

O. P. Carrillo
O. P. Carrillo

00568

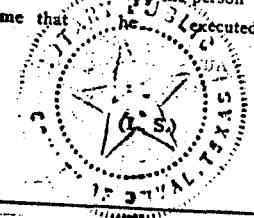
THE STATE OF TEXAS,
COUNTY OF DUVAL

SINGLE ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
O. P. CARRILLO

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to
me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the 9th day of April A. D. 1973



[Signature]
Notary Public in and for Duval

County, Texas

THE STATE OF TEXAS,
COUNTY OF DUVAL

I, ALBERTO GARCIA, County Clerk in and for the aforesaid

County and State, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record April 9, 1973 at 9:00 o'clock A. M., and duly recorded April 11, 1973 at 10:05 o'clock A. M., in book "175" pages 482/483 Deed Records.

Witness my hand and official seal, the day and year last above written.

(L. S.)

ALBERTO GARCIA, Clerk,
County Court, Duval County, Texas.

By *[Signature]*, Deputy.

00569

THE STATE OF TEXAS, }
COUNTY OF DUVAL }

I, ALBERTO GARCIA, County Clerk in and for the aforesaid County and State, do hereby certify that the foregoing is a true and correct copy of the original.

CORRECTION WARRANTY DEED, FILE NO. 5278

FROM: O. P. CARRILLO

TO: CLINTON MANGES, ET.UX.

FILED: APRIL 9, 1973

as the same appears of record in my office in Volume "175"
Pages 482/483 Deed Records.

Given under my hand and the seal of said Court, at office in San Diego,
Texas, this 1st. day of October 1975

Alberto Garcia
ALBERTO GARCIA, Clerk

(L. S.) County Clerk, Duval County, Texas.

By _____ Deputy.



00570

No. 3953

CLINTON MANGES,
Plaintiff

VS

M. A. GUERRA, ET AL,
Defendants

IN THE DISTRICT COURT

229th JUDICIAL DISTRICT

STARR COUNTY, TEXAS

ORDER ON MOTION FOR
DISQUALIFICATION OF JUDGE

BE IT REMEMBERED that on the 15th day of January 1973, there came on to be heard before Honorable O. P. Carrillo, Judge of the 229th District Court of Starr County, Texas the motion of defendants, R. R. Guerra and M. A. Guerra that the Judge recuse or disqualify himself from sitting in this cause, and the said Judge O. P. Carrillo, after hearing testimony, evidence and arguments of counsel on said motion, on February 5, 1973 requested Honorable J. R. Alamia, Presiding Judge of the Fifth Judicial Administrative Judicial District to appoint another judge to hear and decide said motion; and the said Judge Alamia appointed the undersigned, Judge Magus F. Smith, Judge of the District Court of Hidalgo County, 93rd Judicial District to hear and decide said motion; whereupon, hearings were held thereon by the undersigned Judge on the 20th day of February, 1973, March 30, 1973 and April 23, 1973, at the conclusion of which hearing said movants R. R. Guerra and M. A. Guerra, rested, as did the Plaintiff, Clinton Manges, who opposed said motion. The Plaintiff, Clinton Manges was given until May 7 to answer briefs filed by movants, and the movants were given until May 14 to file a rebuttal brief, after which the matter was submitted for decision. On May 11, 1973, the Receiver, James S Bates filed a motion to re-open the hearing for additional testimony, which motion was set down for hearing on Friday, May 18, 1973, and on such date the motion was heard and granted.

E-29

IT IS THE OPINION OF THE COURT, after considering all of the relevant evidence, the briefs and arguments of counsel, that the law and facts support the motion to disqualify ; that the transactions between the Judge and the Plaintiff, Clinton Manges invest the judge with a disqualifying interest in the case.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that Honorable O. P. Carrillo, Judge of the 229th District Court of Starr County, Texas is disqualified to sit as judge in the above styled and numbered cause as of February 1, 1971.

SIGNED AND ENTERED THIS the 21 day of May, 1973.

Mary F. Smith
Judge Presiding

Filed 22nd day of May
A.D. 1973 at 10:25

12 o'clock P.M
Bless Chapa
District Clerk

Starr County, Texas
By *[Signature]* Deputy

00572

THE STATE OF TEXAS }
COUNTY OF STARR } I, JUAN ERASMO SAENZ, Clerk of the District
Court of Starr County, Texas do hereby certify that the foregoing is
a true and correct copy of the original _____

ORDER ON MOTION FOR DISQUALIFICATION OF JUDGE

_____ now on file in said court.

Witness my Hand and the Seal of said Court at office in RIO GRANDE

CITY, TEXAS, this 1st day of OCTOBER 19 75.

JUAN ERASMO SAENZ

DISTRICT CLERK, STARR COUNTY, TEXAS

BY  DEPUTY
CORINA G. GONZALES, CHIEF

00573

EXHIBIT NO. 2

COM-2
10-22-75 WWH

E-32

ANNUAL STOCKHOLDER'S MEETING

January 14, 1971

00574

The annual stockholders meeting of the First State Bank & Trust Company of Rio Grande City, Texas was called to order by Clinton Manges, Chairman of the Board and after determining that more than two-thirds of the stock was represented in person or by proxy;

The following directors were present:

Clinton Manges	740
M. F. Garcia	10
Frank L. Anderson	10
H. P. Guerra, III	10
O. P. Carrillo	10
Max L. Jones	10
	<u>790</u>

Represented by proxy were:

R. R. Guerra (W. T. Guerra)	10
J. A. Garza Est. (H. P. Guerra, III)	10
	<u>20</u>

The total shares represented were 810.

Upon motion made by Clinton Manges, seconded by Max L. Jones the following directors were unanimously elected:

Clinton Manges
 M. F. Garcia
 Frank L. Anderson
 H. P. Guerra, III
 O. P. Carrillo
 Max L. Jones
 R. R. Guerra
 Frank R. Nye, Jr.
 Dennis Hendricks

Upon motion made by Clinton Manges, seconded by H. P. Guerra, III and carried, Mr. F. L. Anderson was to contact the Banking Department and inquire how much we should increase our Capital Stock and it will be taken up at next month's meeting.

There being no further business, the meeting adjourned.

 CHAIRMAN

Frank L. Anderson
 SECRETARY

00574

00575

EXHIBIT NO. 3

COM-3
10-22-75

E-33

ANNUAL STOCKHOLDERS MEETING
January 13, 1972

00576

The Annual Stockholders meeting of the First State Bank & Trust Company of Rio Grande City, Texas was called to order at 3:00 P.M. by Frank L. Anderson after determining that more than 2/3 of the Stock was represented in person or by proxy.

The Stock was represented as follows:

	<u>IN PERSON</u>	<u>BY PROXY</u>
Frank R. Nye, Jr.	10	
Dennis Hendrix	10	
M. F. Garcia	10	
Robert G. Richmond	10	
B. P. Carrillo	10	
H. P. Guerra, III	10	
F. L. Anderson	10	
R. Charles Richmond	10	
Clinton Manges		730
TOTAL	80	730

The Minutes of the Annual meeting held on January 14, 1971 were read and upon Motion by Dennis Hendrix, seconded by M. F. Garcia, were approved as read.

The Minutes of the Special Stockholders Meeting were read and upon Motion by Frank R. Nye, Jr., seconded by Dennis Hendrix were approved as corrected.

Robert G. Richmond made a Motion that Section I of the By-Laws of the Bank be amended by increasing the number of directors from nine to thirteen. The Motion was seconded by Frank R. Nye, Jr. and upon vote carried. It reads as follows:

"RESOLVED that the number of directors of the First State Bank & Trust Company of Rio Grande City, Texas be increased from nine, the present number to thirteen, and further:

"RESOLVED that Section I of the By-Laws of said Bank be amended by substituting therein the word "Thirteen" for the word "Nine" and further:

"RESOLVED that a certified copy of this resolution be transmitted to and filed with the State Banking Commissioner of the State of Texas"

Upon Motion by Robert G. Richmond, seconded by Dennis Hendrix, the following directors were elected unanimous vote of the 810 shares represented:

Frank L. Anderson
Robert G. Richmond
H. P. Guerra, III
M. F. Garcia
Dennis Hendrix
Frank R. Nye, Jr.
R. Charles Richmond
Max Jones
O. P. Carrillo
Pedro Diaz, Jr.
Francisco Garza
Ramiro D. Carrillo
Don Manges

Robert G. Richmond made a Motion that Section 26 of the BY-LAWS of the Bank be amended to change the date of the regular meeting of the Board of Directors from the second Thursday to the third Thursday of each month beginning with the meeting of the month of February. Upon second by M. F. Garcia, the Motion carried.

Mr. Carl Hamilton, Attorney at Law, stated that he was representing Mr. Joel Guerrero and that he understood that the book value of the stock would be reduced to \$216.00 per share if the Capital was increased by a sale of 6,000 shares at \$100.00 per share. He stated that the only way that Mr. Guerrero could keep his present value was to purchase. Dennis Hendrix explained that a letter had been written to the Banking Commissioner and that a copy of the Resolution authorizing the increase in Capital as above stated had been sent to him. He further stated that Robert G. Richmond later visited with the Banking Commissioner in Austin and the the Commissioner had told him that it was allright to proceed in accordance with the Resolution. A lengthy discussion on the proposed increase followed. The following Motion was made by Dennis Hendrix and Seconded by Frank R. Nye:

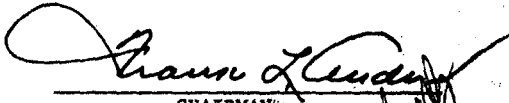
"That the Articles of Association of the First State Bank and Trust Company of Rio Grande City, Texas be amended by increasing the capital stock of said bank from \$100,000.00 to \$700,000.00 by a sale of 6,000 shares at a price of \$100.00 per share, and that each stockholder be entitled to purchase his proportionate share of the capital increase and further, that if any stockholder does not elect to purchase his proportionate share that he assign his right of subscription to any other stockholder or that any un subscribed proportionate share be allocated by the Board of Directors among the other stockholders provided this complies with all applicable State Laws."

Upon vote the above motion was unanimously passed.

Dennis Hendrix stated that he wanted to clarify that since Mr. Hamilton had raised the objection that Mr. Elias Guerrero was not authorized to vote the 100 shares of the Vicente Guerrero Estate, that at the Special Stockholders Meeting held on December 9, 1971, the total number of shares represented and voted should be 824 instead of 924.

Dennis Hendrix made the following Motion: That in carrying out the proposition to increase the Capital Stock of ~~the~~ Bank, the procedures contained in Article 12, Chapter III of the Texas Banking Code be followed. Upon second by Frank R. Ny and vote, the Motion carried.

There being no further business, upon Motion by M. F. Garcia, seconded by Dennis Hendrix, the meeting adjourned at 4:22 P.M.



CHAIRMAN



SECRETARY

00578

EXHIBIT NO. 4

GOM-4
E-34

ANNUAL STOCKHOLDERS MEETING
JAUNARY 11, 1973

00579

The annual Stockholders Meeting of the First State Bank & Trust Company of Rio Grande City, Texas, was called to order at 3:25 P.M. by Frank L. Anderson, after determining that more than two-thirds of the Stock was represented in person or by proxy. Stock was represented as follows:

	<u>IN PERSON</u>	<u>BY PROXY</u>
Frank L. Anderson	10	
James S. Bates, Sr.	10	
O. P. Carrillo	10	
M. F. Garcia	10	
Francisco Garza	10	
H. P. Guerra, III	10	
Dennis E. Hendrix	10	
Clarence Martens	10	
Frank R. Nye, Jr.	10	
R. Charles Richmond	10	
Robert G. Richmond	880	
Guadalupe M. Gonzalez		169
Max L. Jones		10
Clinton Manges		5,617
Don A. Manges		10
TOTAL	980	5,806

The Minutes of the Annual Meeting held on January 13, 1972 were read and upon Motion by O.P. Carrillo, seconded by M. F. Garcia were approved as read.

Robert G. Richmond made a Motion that Section 1 of the By-Laws of the Bank be amended by increasing the number of Directors from thirteen to seventeen. The Motion was seconded by Dennis E. Hendrix and upon vote, carried.

It reads as follows:

"RESOLVED that the number of Directors of the First State Bank & Trust Company of Rio Grande City, Texas be increased from thirteen, the present number, to seventeen, and further:

RESOLVED that Section 1 of the By laws of said Bank be amended by substituting therein the word "seventeen" for the word "thirteen", and further:

RESOLVED that a certified copy of this resolution be transmitted to and filed with the Banking Commissioner of the State of Texas."

Robert G. Richmond made a Motion that Section 3 of the By-Laws of the Bank be amended to change the annual meeting of the Stockholders from the second Thursday of January to the third Thursday of January. The Motion was seconded by Dennis E. Hendrix and upon vote, carried.

It reads as follows:

RESOLVED THAT the annual meetings of the stockholders of the First State Bank & Trust Company of Rio Grande City, Texas be changed from the second Thursday of January to the third Thursday of January, and further:

RESOLVED that Section 3 of the By-Laws of said Bank be amended by substituting the word "third" for the word "second", and further:

RESOLVED that a certified copy of this resolution be transmitted to and filed with the Banking Commissioner of the State of Texas."

Upon Motion by Robert G. Richmond, seconded by Dennis H. Hendrix, the following Directors were elected by unanimous vote of the 6,786 shares represented:

Robert G. Richmond
Dennis E. Hendrix
Frank L. Anderson
Francisco Garza
M. F. Garcia
O. P. Carrillo
R. Charles Richmond
Frank R. Nye, Jr.

James S. Bates, Sr.
Clarence Martens
H. P. Guerra, III
Don Manges
Dan Manges
Ramiro Carrillo
Max L. Jones
Pedro Diaz, Jr., and
Orville Dennis

There being no further business, upon Motion by M. F. Garcia, seconded
by Dennis E. Hendrix, the meeting adjourned at 4:00 P.M.



CHAIRMAN



SECRETARY

FOR THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF JANUARY 18, 1973

SEE PAGE 26.

Pages 00581-00601 of the original document contain personal information.

The original is available at the Legislative Reference Library.

00602

NO. 3953

CLINTON MANGES) IN THE DISTRICT COURT
 VS.) 229TH JUDICIAL DISTRICT
 M. A. GUERRA, ET AL) OF STARR COUNTY, TEXAS

ACCOUNTING AND REPORT ON CONDITION OF
 RECEIVERSHIP, APPLICATION FOR SALE OF
 PROPERTIES, AND REQUEST FOR DISSOLUTION
 OF RECEIVERSHIP AND PARTNERSHIP OF M. GUERRA
 & SON

TO THE HONORABLE JUDGE OF SAID COURT:

JAMES S. BATES, RECEIVER, duly appointed, qualified and acting
 as such herein, files this his Accounting and Report on Condition of
 Receivership, Application for Sale of Properties and Request for Dissolution
 of Receivership and Partnership of M. Guerra & Son and would respectfully
 show unto the Court the following:

ACCOUNTING AND REPORT ON
 CONDITION OF RECEIVERSHIP

I.

On or after February 1, 1971, James S. Bates, acting herein as
 Receiver, took possession, either actual or constructive, of the following
 assets of M. Guerra & Son, a Partnership:

- A. All lands owned by M. Guerra & Son, a partnership
 including but not limited to those lands described in
 that certain Warranty Deed dated December 13, 1956,
 executed by Horace P. Guerra to M. Guerra & Son,
 as recorded in Volume 220, Pages 448 to 468 of the
 Deed Records of Starr County, Texas.
- B. Forty (40) shares of stock in the First State Bank & Trust
 Company of Rio Grande City, Texas.
- C. Various items of personal property as listed on Exhibit "A"
 attached hereto.

E-40

00603

D. Cash in banks listed on Exhibit "B" attached hereto.

II.

Your Receiver discovered or was initially advised of claims against M. Guerra & Son as shown on Exhibit "C" attached hereto.

III.

Your Receiver estimated, originally, that the expenses of Receivership would be approximately \$125,000.00.

IV.

On or about February 20, 1971, pursuant to orders of this Court, your Receiver did sell in private sale the forty (40) shares of First State Bank & Trust Company of Rio Grande City stock belonging to the partnership of M. Guerra & Son to Clinton Manges for \$30,000.00 cash, which monies were immediately paid in for such stock.

V.

On or about February 9, 1971, your Receiver, pursuant to orders of the Court, conveyed to Clinton Manges in partial distribution and dissolution of M. Guerra & Son, all of the right, title and interest in real property owned, claimed or possessed by M. Guerra & Son, a partnership, including, but not limited to, all parcels and tracts of real property as being more fully described in that certain instrument of conveyance from Horace P. Guerra to M. Guerra & Son, dated December 13, 1956, as recorded in Volume 220, beginning at Page 448 of the Deed Records of Starr County, Texas, and in Volume 37, beginning at Page 393 in the Deed Records of Jim Hogg County, Texas, Save and Except, subdivided city and town lots in Roma and Rio Grande City, Texas, and further Save and Except any and all real estate situated in Goliad County, Texas,

00604

and further Save and Except an undivided 1/2 of the interest of M. Guerra & Son, a partnership, as such interest does appear, in and to all of the oil, gas and other minerals, like or unlike, in, on, under or that may be produced from said lands, provided, however, that there was conveyed unto Clinton Manges, the right to make and execute without the joinder of M. Guerra & Son, any of its partnership or interest holders, all leases, permits, unitization and pooling agreements and division orders therefor for the exploration for and production of oil, gas and other minerals, provided that no such lease shall reserve less than 1/8th of the oil, gas and other minerals produced as a royalty, but the right reserved in M. Guerra & Son, a partnership, includes the right to participate and share, as its interest may appear, in all bonuses, rentals, royalties, overriding royalties and payment out of production and further Save and Except the surface rights and surface rights only in and to those tracts of land as described in Exhibits "D", "E", "F" and "G", attached hereto. The consideration of said sale and conveyance was computed and reported as shown on Exhibit "H" attached hereto.

VI.

On or about August 20, 1971, in order to facilitate the settlement of the pending receivership and to allow the partners, Virgil H. Guerra, R. R. Guerra and H. P. Guerra, Jr., to withdraw their proportionate part of the remaining lands of the partnership, it was agreed that the total claims against the partnership and the cost of the receivership would be computed and agreed to as being \$1,500,000.00, that the said Virgil H. Guerra, R. R. Guerra and H. P. Guerra, Jr., would be allowed to withdraw the lands as described in Exhibits "F", "E" and "D", respectively, and that sufficient assets would remain to satisfy any unknown or an increase in any known claims against the partnership.

VII.

On or about August 20, 1971, your Receiver, pursuant to orders of the Court, and in accordance with said agreement between the partners as described in Paragraph VI above, conveyed to H. P. Guerra, Jr., in partial distribution and dissolution of M. Guerra & Son, all of the right, title and interest of M. Guerra & Son, in and to to the property as described on Exhibit "D". The consideration of said sale and conveyance was computed and reported as shown on Exhibit "I" attached hereto. In furtherance of said settlement and conveyance, a loan was obtained by the said H. P. Guerra, Jr., in order to obtain sufficient monies to satisfy his indebtedness to the receivership as shown on said Exhibit "I" and to satisfy the collateral agreements between the parties. A copy of said settlement sheet is attached as Exhibit "J".

VIII.

On or about August 20, 1971, your Receiver, pursuant to orders of the Court, and in accordance with said agreement between the partners as described in Paragraph VI above, conveyed to Virgil H. Guerra, in partial distribution and dissolution of M. Guerra & Son, all of the right, title and interest of M. Guerra & Son in and to the property as described on Exhibit "F". The consideration of said sale and conveyance was computed and reported as shown on Exhibit "K". In furtherance of said settlement and conveyance, a loan was obtained by the said Virgil H. Guerra in order to obtain sufficient monies to satisfy his indebtedness to the receivership as shown on said Exhibit "K" and to satisfy the collateral agreements between the parties. A copy of said settlement sheet is attached as Exhibit "L".

00606

IX.

On or about August 20, 1971, your Receiver, pursuant to orders of the Court, and in accordance with said agreement between the partners as described in Paragraph VI above, conveyed to Ruben R. Guerra, in partial distribution and dissolution of M. Guerra & Son, all of the right, title and interest of M. Guerra & Son in and to the property as described on Exhibit "E" attached hereto. The consideration for said sale and conveyance was computed and reported as shown on Exhibit "M" attached hereto. The payment of said consideration was received and reported as shown on Exhibit "N" attached hereto. In furtherance of said settlement and conveyance and the collateral agreements between the parties, a settlement sheet was approved, a copy of which is attached as Exhibit "O".

X.

On or about August 20, 1971, your Receiver, pursuant to orders of the Court, and in accordance with said agreement between the partners as described in paragraph VI above, conveyed to Clinton Manges, in partial distribution and dissolution of M. Guerra & Son, all of the right, title and interest of M. Guerra & Son in and to the property as described in Paragraph V above, the additional purpose of which was to correct the description of the property in the deed of conveyance executed February 9, 1971, as referred to in Paragraph V above. The consideration for said sale and conveyance remained as computed and reported as shown on Exhibit "H". In furtherance of said settlement and conveyance and the collateral agreements between the parties, a settlement sheet was approved, a copy of which is attached as Exhibit "P".

C0607

XI.

On or about August 20, 1971, J. C. Guerra, in accordance with said agreement between the partners as described in Paragraph VI above, executed a settlement sheet in furtherance of said settlement and the collateral agreements between the parties, a copy of which is attached as Exhibit "Q".

XII.

On or about August 20, 1971, your Receiver, pursuant to orders of the Court, and in accordance with said agreement between the partners as described in Paragraph VI above, conveyed to Virgil H. Guerra, in partial distribution and dissolution of M. Guerra & Son, all of the right, title and interest of M. Guerra & Son in and to the personal property as described in Exhibit "A". The consideration for said sale and conveyance was \$27,000.00. The payment of said consideration was received as shown on Exhibit "L".

XIII.

That on or about the 2nd and 3rd days of September, 1971, in accordance with said agreement between the partners as described in Paragraph VI above, there were executed joint and mutual releases in furtherance of said settlement and collateral agreements between the parties, copies of which are attached hereto as Exhibits "W", "X", "Y", "Z" and "AA".

XIV.

The Receiver reports that to date, of the known claims of said Receivership, a listing of those paid or settled is shown on Exhibit "R" attached hereto.

XV.

The Receiver reports that to date, of the known claims of said Receivership, a listing of those now still unpaid is shown on Exhibit

"S" attached hereto, including the obligations arising from the agreement of the partners as contained in Paragraph VI above.

XVI.

The Receiver reports that to date, a listing of the receivership expenses paid is shown on Exhibit "T" attached hereto.

XVII.

The Receiver reports that to date, of the known expenses of said Receivership, a listing of those now still unpaid is shown on Exhibit "U" attached hereto.

XVIII.

The Receiver reports that to date, in addition to the cash in banks as shown on Exhibit "B", cash was received as shown on Exhibit "V" attached hereto.

XIX.

The Receiver would show that of the net due by Clinton Manges as reflected on Exhibit "P" attached hereto, there is still due \$94,477.51.

XX.

The Receiver would show that a recap of the present condition of the Receivership requiring the sale of additional properties is as follows:

Claims unpaid - Exhibit "S"		\$362,698.43
Receivership expenses unpaid - Exhibit "T"		68,107.00
Due from Clinton Manges-\$94,477.51		
Cash in bank	<u>22,779.89</u>	
Sub-totals	\$ 117,257.40	\$430,805.43
Net due to close	<u>313,548.03</u>	
Totals	\$ 430,805.43	\$ 430,805.43

00609

XXI.

The Receiver reports that the remaining properties subject to the Receivership consists of the following:

(a) Cash in bank	\$ 22,779.89
(b) City lots and improvements located in Roma and Rio Grande City, Starr County, Texas; and an undivided 1/2 mineral interest of M. Guerra & Son, as such interest may appear in Starr and Jim Hogg Counties, Texas, all of which has not been appraised, but is estimated to be of a value of at least	<u>313,548.03</u>
Total	\$ 336,327.92

APPLICATION FOR AUTHORITY TO
SEIZE PROPERTIES AND TO EXAMINE
PARTNERS OF M. GUERRA & SON

I.

Your Receiver would further show the Court that he has reason to believe that various partners of M. Guerra & Son have wrongfully withheld possession of properties from your Receiver, deliberately and wilfully concealing the true facts as to the ownership of said properties, claiming the same as their own, when in truth and in fact, the same belong to M. Guerra & Son, the possession and control of which should have been given to your Receiver, and the disposition of which should be subject to the orders of this Court.

II.

Specifically, your Receiver would show the Court that he has reason to believe that R. R. Guerra is holding possession and control of certain properties under a purported lease from the Alamo National Bank of San Antonio of 2,098 acres, more or less, claiming the same individually, when in truth and in fact, the same belongs to M. Guerra & Son, the possession and control of which should have been given to

your Receiver, and the disposition of which should be subject to the orders of this Court.

III.

Additionally, specifically, your Receiver would show the Court that he has reason to believe that R. R. Guerra is holding possession and control of certain properties under a purported lease from the United States of America, International Boundary & Water Commission, of 140.09 acres, more or less, claiming the same individually, when in truth and in fact, the same belongs to M. Guerra & Son, the possession and control of which should have been given to your Receiver, and the disposition of which should be subject to the orders of this Court.

IV.

Additionally, specifically, your Receiver would show the Court that he has reason to believe that H. P. Guerra, Jr. is holding possession and control of certain properties under purported claims of adverse possession against unknown owners and affecting an unknown number of acres, claiming the same individually, when in truth and in fact, the same and the claims pertaining thereto, belong to M. Guerra & Son, the exact nature and extent of which should have been reported to your Receiver and the disposition of which should be subject to the orders of this Court.

V.

Your Receiver would show the Court that should such claims of title or possession, individually, of assets of M. Guerra & Son prove invalid, such individuals as are claiming same should be held accountable for any and all rents and revenues received or the reasonable value thereof, for such wrongful withholding, the exact amount and extent of which is now unknown to your Receiver, but which is subject to proof upon examination of the partners of M. Guerra & Son.

APPLICATION FOR SALE OF PROPERTIES

I.

Your Receiver would further show the Court that by reason of the above facts, that it is necessary and to the best interest of this Receivership that your Receiver be authorized and he hereby requests authority to sell and convey the remaining assets of the partnership of M. Guerra & Son, as such are hereinabove enumerated or as may be discovered as requested, at public or private sale, for sufficient monies to extinguish the remaining indebtedness of the partnership and to fully pay said receivership expenses.

II.

Your Receiver would further show the Court that Clinton Manges has advised your Receiver that he is ready, willing and able to purchase said assets.

APPLICATION FOR DISSOLUTION OF
PARTNERSHIP AND RECEIVERSHIP

I.

Your Receiver would further show the Court that upon the grant and consummation of the foregoing application for sale, there will be no further assets of M. Guerra & Son, a partnership, and no further need for this Receivership.

WHEREFORE, PREMISES CONSIDERED, your Receiver prays that, upon notice and on hearing, your Receiver be authorized and directed to summon and question, under oath, the partners of M. Guerra & Son, their agents and employees, to determine the existence of additional assets of M. Guerra & Son, and the validity of claims of title or possession of any individual partners of properties of M. Guerra & Son, requiring an accounting thereof, to sell and convey at public or private sale, the

FIAT

IN CHAMBERS:

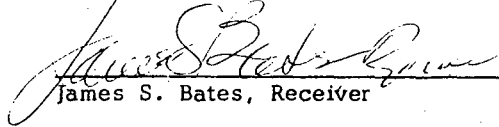
On this the 17 day of ~~August~~ ^{NOVEMBER}, 1972, there being presented to the Court the above and foregoing Application, it is ORDERED that notice issue to all of the partners of M. Guerra & Son, a partnership, to appear before me at the Courthouse in Rio Grande City, Starr County, Texas, at 10:00 o'clock 11.M. on the 18 day of DECEMBER, 1972, to show cause why said Application should not be granted, and the Clerk will cause a true copy of this Application and this Order to be issued and served with a copy of the notices.



O. P. Carrillo, Judge
229th District Court
Starr County, Texas

remaining assets of M. Guerra & Son, a partnership, for sufficient monies to extinguish the remaining indebtedness of said Receivership and partnership and that upon the grant and consummation of said sale, the partnership of M. Guerra & Son be dissolved and this Receivership be dissolved and your Receiver discharged, all of which is in the best interest of the Receivership and of all parties to this cause.

FILED this th 17 day of NOVEMBER, 1972.


James S. Bates, Receiver

- 1961
- (a) One (1) Chevrolet cattle truck (2 ton) - Vehicle Identification No. [REDACTED]
- 1967
- (b) One (1) Chevrolet cattle truck (2 ton) - Vehicle Identification No. [REDACTED]
- (c) One (1) 1965 Ford stake bed truck (1 ton) - Vehicle Identification No. [REDACTED]
- (d) One (1) 1955 GMC pick-up truck (3/4 ton) - Vehicle Identification No. [REDACTED]
- (e) One (1) 1962 Chevrolet pick-up truck (1/2 ton) - Vehicle Identification No. [REDACTED]
- (f) One (1) 1970 Chevrolet pick-up truck (1/2 ton) - Vehicle Identification No. [REDACTED]
- (g) One (1) 1970 Chevrolet Station Wagon - Vehicle Identification No. [REDACTED]
- (h) One (1) Massey Ferguson 65 Diesel tractor, Serial No. SNM [REDACTED] with disc harrow, bedders, planters and cultivator
- (i) One (1) Ford 700 Butane tractor, no serial number, with disc harrow, bedders, planters and cultivator
- (j) Various and miscellaneous farm and ranch equipment, too numerous to list, located at San Roman Ranch and Virginia Farm, but excluding river pumps and submersible pumps.
- (k) Cattle, horses and mules branded with Bar Ten (10) brand
- (1) 61 cows (dry)
 - (2) 47 cows (and calves)
 - (3) 9 bulls
 - (4) 21 saddle horses
 - (5) 2 mules
- (l) Miscellaneous items of furniture
- (1) 3 double beds
 - (2) 2 dressers
 - (3) 1 upright dresser
 - (4) 1 living room set (sofa, two chairs and center table)
 - (5) 1 game set (table and four chairs)
 - (6) 1 lazy susan dining room table and eight chairs
 - (7) 1 buffet
 - (8) 1 china cabinet
 - (9) 1 reclining chair and stool
 - (10) 1 gas range
 - (11) 2 7 ft. electric refrigerators
 - (12) 1 15 ft. freezer
 - (13) 2 trundle beds
 - (14) 1 corner bed set
 - (15) 1 electric refrigerator-sink combination
 - (16) 1 living room bed sofa and end tables
 - (17) 1 queen size bed
 - (18) 1 patio table and bench set
 - (19) 9 misc. chairs

Pages 00615-00617 of the original document contain personal information.

The original is available at the Legislative Reference Library.

A tract of land containing 7595.44 acres, more or less, comprised of the following parcels located in Starr County, Texas:

PARCEL 1:

The following numbered shares as awarded and allotted in and by final decree of partition in Cause No. 4801, in the District Court of Hidalgo County, Texas, said partition being of Porciones 67 to 72, inclusive, of the former Jurisdiction of Mier, Mexico, now situated in Starr County, Texas, to-wit:

In Porcion 67: Shares 372, 374, 370, 369, 368, 365, 366, 363, 364, 362, 361, 360, 359, 358, 306-b, 323, 350, 346, 345, 304-c, 343;
 In Porcion 69: Shares 230, 228, 225, 226, 224, 223, 222, 221, 220, 219, 218, 217, 216, 215, 214, 199, 190, 189, 188, 185, 186, 183, 184, 178;
 In Porcion 70: Share 8-d;
 In Porcion 68: Shares 97, 107, 104, 103, 101, 100, 99, 98, 91, 90 and 89.

PARCEL 2:

A tract of land containing Fifty (50) acres of land, in and out of Share Number 92, in Porcion No. 68, of the former Jurisdiction of Mier, Mexico, now in Starr County, Texas; which Share No. 92 was set apart and allotted to Virginia C. Guerra in and by final decree of partition in Cause No. 4801, in the District Court of Hidalgo County, Texas, and which tract herein described was subsequently acquired by M. Guerra & Son, a partnership; said tract being described by metes and bounds as follows:

BEGINNING at a post set under fence on the dividing line of Porciones 68 and 69, distant S. 9 deg. 15' W. 496 feet from the S.W. corner of Share 194, Porcion 69, for the S. E. corner of this tract; THENCE N. 80 deg. 45' W. 2287.7 feet to a stake set for the S. W. corner of this tract; THENCE N. 9 deg. 15' E. 829.4 feet to a stake set for the N.W. corner of this tract; THENCE S. 89 deg. 45' E. 1000 feet to a stake set for a corner of this tract; THENCE S. 80 deg. 45' E. 1300 feet to a stake under fence, on the dividing line of Porciones 68 and 69, 985.8 feet, to the place of BEGINNING

and containing within these metes and bounds, 50.00 acres of land.

PARCEL 3:

859.57 acres of land, lying in, being and forming a divided and segregated part and portion of Porcion 58, of the former Jurisdiction of Mier, Mexico, now situated in Starr County, Texas, said 859.57 acres being described by metes and bounds as follows:

BEGINNING at corner of fence, on the dividing line between Porciones 58 and 59, being also the N. W. line of Share 38, Parcel "B" of said Porcion No. 59, and which corner of fence is the East corner of the pasture originally known as the "Rosendo Martinez Sandia Ranch Pasture" for the South corner of this survey; THENCE following fence as follows: N. 32° 10' W. 951.0 feet; N. 30° 40' W. 384.0 feet; N. 27° 26' W. 1261.0 feet; N. 19° 04' W. 267.0 feet to a bend in fence for a corner of this survey; THENCE following fence N. 10° 45' E. 1122.0 feet to a point under fence on the dividing line between Porciones 57 and 58 for the West corner of this survey; THENCE N. 54° 15' W. with the dividing line of said Porciones 57 and 58, 9531.2 feet to a point under fence for the North corner of this survey; THENCE following fence as follows: S. 34° 06' E. 2311.0 feet; S. 34° 04' E. 1300.0 feet to corner of fence, for the East corner of this survey; THENCE S. 54° 20' W. 10593.0 feet to the Place of BEGINNING, and containing 859.77 acres of land out of Porcion No. 58.

C0619

PARCEL 4:

The following described shares of the partition of Porcion 59, of the former Jurisdiction of Mier, Mexico, now situated in Starr County, Texas, to-wit:

Share No. 77,	containing	368.76	acres
Share No. 78,	containing	286.68	acres
Share No. 36A,	containing	44.00	acres
Share No. 25,	containing	8.01	acres
Share No. 24,	containing	8.01	acres
Share No. 23,	containing	8.01	acres
Share No. 22,	containing	16.02	acres
Share No. 21,	containing	51.16	acres
Share No. 20,	containing	4.71	acres
Share No. 18,	containing	8.17	acres
Share No. 17,	containing	8.17	acres
Share No. 16,	containing	78.52	acres
Share No. 15,	containing	78.52	acres
Share No. 14,	containing	16.36	acres
Share No. 13,	containing	24.66	acres
Share No. 11,	containing	16.58	acres
Share No. 9,	containing	37.39	acres

PARCEL 5:

1247.93 acres of land, lying in and being and forming a divided and segregated part and portion of Porcion 60, of the former Jurisdiction of Mier, Mexico; now situated in Starr County, Texas, and of Section No. 591, described by metes and bounds as follows:

BEGINNING at the N.W. corner of Porcion No. 69 being an inner corner of this survey; THENCE following fence S. 09° 42' W. 1600.0 feet to corner of fence for a corner of this survey; THENCE following fence N. 62° 46' W. 4616.0 feet to corner of fence for a corner of this survey; THENCE N. 54° 28' E. 15567.0 feet to a point under fence for a corner of this survey; THENCE S. 84° 11' E. 1489.0 feet to corner of fence for a corner of this survey; THENCE following fence as follows: S. 21° 39' E. 1000.0 feet; S. 21° 56' E. 1000.0 feet; S. 21° 34' E. 606.0 feet to corner of fence for the East corner of this survey; THENCE following fence between the "Bartolina"

and R. E. Margo Pastures as follows: S. 54° 23' W. 6200.0 feet; S. 54° 40' W. 1400.0 feet; S. 54° 11' W. 3300.0 feet; S. 54° 41' W. 1334.0 feet to corner of fence for a corner of this survey; THENCE following fence N. 80° 08' W. 833.0 feet to the Place of BEGINNING, and containing 1247.93 acres of land, being about 1240.93 acres in Porcion No. 60, and about 7 acres in Section 951.

PARCEL 6:

431.44 acres of land, lying in and being and forming a divided and segregated part and portion of Porcion 60, of the former Jurisdiction of Mier, Mexico, now in Starr County, Texas, described by metes and bounds as follows:

BEGINNING at a corner of fence in Porcion No. 60, which corner is the North corner of Higinio Gonzalez Pasture (near the East end of Porcion 60) and which corner is an inner corner of this survey; THENCE following fence, S. 53° W. 1750.0 feet to corner of fence West corner of this survey; THENCE following fence, N. 39° 23' W. 913.0 feet to a point for the West corner of this survey; THENCE N. 54° 28' E. 6064.1 feet to a point under fence, for the North corner of this survey; THENCE following fence, as follows: S. 35° 49' E. 1469.4 feet; S. 35° 42' E. 1936.4 feet to a point for the East corner of this survey; THENCE S. 53° 46' W. 5266.0 feet to a point under fence for the South corner of this survey; THENCE N. 26° 37' W. 2616.0 feet to the Place of BEGINNING, and containing 431.44 acres of land out of Porcion No. 60.

PARCEL 7:

103.35 acres of land lying in and being and forming a divided and segregated part and portion of Porcion 60, of the former Jurisdiction of Mier, Mexico, now in Starr County, Texas, described by metes and bounds as follows:

BEGINNING at a corner of fence, in Porcion No. 60, which corner is the West corner of Higinio Gonzalez Pasture (near the East end of Porcion 60) and which corner is the South corner of this Survey; THENCE following fence, N. 84° 11' W. 1489.0 feet to a point for the West corner of this survey; THENCE N. 54° 28' E. 5265.2 feet to a point under fence, for the North corner of this survey; THENCE S. 39° 23' E. 913.0 feet to a point under fence, for the East corner of this survey; THENCE following fence, S. 53° 32' W. 4204.0 feet to the place of BEGINNING, and containing 103.35 acres of land out of Porcion No. 60.

13,269.559 acres of land, out of and forming parts or portions of Porciones Nos. 55, 56, 57 and 58, of the Ancient Jurisdiction of Mier, Mexico, and Surveys Nos. 301 and 299, all in Starr County, Texas.

BEGINNING at a hub, at corner of fence on the dividing line between the "El Pedernal" Grant and Survey No. 301, same being the North Corner of Share No. 2 and a West Corner of Share No. 1, of the Partition of Survey No. 301, appearing of record in Volume No. "63" * pages 2 to 8, of the Deed Records of Starr County, Texas, for North corner hereof;

THENCE following fence on the dividing line between Shares Nos. 1 and 2, of the Partition of Survey No. 301, S. 35° 45' E., 3985.0 feet to a hub, at corner of fence, an Inner Corner of Share No. 1, the East Corner of Share No. 2, of the Partition of Survey No. 301, for a corner hereof;

THENCE following fence, S. 54° 15' W., at 1555.5 feet passed the North Corner of Survey No. 299, at 2900.0 feet passed the East Corner of Porcion No. 55 and at 3483.3 feet to a hub, at corner of fence, for an Inner corner hereof;

THENCE following fence, S. 35° 45' E., 3637.2 feet to a hub, at corner of fence, the East Corner of a 80.79 acre tract out of Survey No. 299, for a corner hereof;

THENCE following fence, S. 54° 15' W., at 985.6 feet passed the East Corner of Porcion No. 56, at 2512.6 feet passed the North Corner of Porcion No. 57, as decreed by the District Court of Starr County, Texas, in Cause No. 1608, on June 25, 1931, and established by Demetrio Garcia, Surveyor, and at 15,586.3 feet to an Iron Pipe, the West corner of Share No. 15, of the Partition of Porcion No. 57, for a corner hereof;

THENCE following fence, S. 35° 45' E., 1203.7 feet to an old squared post and Iron Pipe, the West Corner of Share No. 14 of Porcion 57, the South corner of Share No. 15 of Porcion 57, for a corner hereof;

THENCE following fence, N. 54° 15' E., 1615.0 feet to an old squared post and Iron Pipe, the East Corner of 15, the North Corner of Share No. 14 of Porcion 57, for a corner hereof;

THENCE following fence, S. 35° 45' E., 2407.3 feet to an Old Squared post and Iron Pipe, at corner of fence, the East Corner of Share No. 13 of Porcion 57, for a corner hereof;

THENCE following fence on the dividing line between Porciones Nos. 57 and 58, S. 54° 15' W., 2248.5 feet to a hub, at corner of fence, for a corner hereof;

THENCE following fence, S. 10° 42' W., 1127.8 feet to hub, for bend in line;

THENCE following fence, S. 18° 58' E., 264.3 feet to hub, for bend in line;

THENCE following fence, S. 27° 51' E., 196.5 feet to hub, for bend in line;

THENCE following fence, S. 27° 29' E., 1119.0 feet to hub, at corner of fence for an Inner Corner hereof;

THENCE following fence, N. 39° 56' E., 1538.9 feet to a hub, at corner of fence, for a corner hereof;

THENCE following fence, S. 76° 47' E., 880.7 feet to hub, for bend in line;

THENCE following fence, S. 76° 17' E., 800.0 feet to a hub, at corner of fence, for most Easterly East Corner hereof;

THENCE following fence, S. 45° 06' W., 869.0 feet to a hub, for bend in line;

THENCE following fence, S. 51° 24' W., 1800.0 feet to a hub, at corner of fence, for a corner hereof;

THENCE following fence, S. 32° 07' E., 161.0 feet to a hub, at corner of fence on the dividing line between Porciones Nos. 58 and 59, for an East Corner hereof;

THENCE S. 54° 15' W., at 25,838.7 feet passed the West Corner of Share No. 46, of the Partition of Porcion No. 59, and at 26,929.0 feet to a stake, for a South corner hereof;

THENCE N. 35° 47' W., 4160.5 feet to a stake on the Southwest boundary line of Right of Way Easement of U. S. Highway No. 83, for an inner corner hereof;

THENCE S. 54° 13' W., with the Southeast boundary line of Right of Way Easement of FM Road No. 2098, 1959.9 feet to a stake for south corner hereof;

THENCE following fence, N. 37° 17' W., 6175.0 feet to a stake, for bend in line;

THENCE following fence, N. 36° 12' W., 7600.0 feet to a stake, for bend in line;

THENCE following fence, N. 36° 02' W., 1737.0 feet to a hub, at corner of fence on the dividing line between Starr and Zapata Counties, the Southeast Line of Porcion No. 14 of the Ancient Jurisdiction of Guerrero, the Northwest Line of Porcion No. 55, of the Ancient Jurisdiction of Mier, Mexico, for West Corner hereof;

THENCE with the dividing line between Starr and Zapata Counties, North 54° 04' E., at 9449.6 feet intersection of the center line of U. S. Highway No. 83, with Porcion Line, at 47,091.6 feet passed rotten post and 5/8" Iron Rod, under fence, the North corner of Porcion No. 55, the West corner of Survey No. 301, at 47,350.6 feet passed a Big Stone, marked "HH" and at 49,991.6 feet to the place of beginning and containing within these metes and bounds, 13,269.559 acres of land.

00623

12,000 acres, more or less, in Starr and Jim Hogg Counties, Texas, and being described as follows, to-wit:

TRACT 1: All of Survey 367, Abstract 393, D. Reyna, Original Grantee, Starr County, Texas, containing 609.0 acres, more or less.

TRACT 2: 11,391.0 acres, more or less, composed of all or parts of Surveys 295, 296, 293, 361 and 362, Starr County, Texas, and all of Survey 635, Starr and Jim Hogg Counties, Texas, part of Share 1 of the partition of Porciones 109, 110 and 111, Starr County, Texas, and portions of Shares H-14-a and H-14-b, Las Cuevitas Grant, Starr and Jim Hogg Counties, Texas, being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point in the northeast line of said Porcion 110, Starr County, Texas, said point being the point of intersection of said northeast line of Porcion 110 and the west line of Survey 367, and being also the southwest corner of Survey 367, Starr County, Texas;

THENCE, South 35 deg. 45 min. east, with and along the northeast line of Porcion 110; at 2,277.0 feet intersected the most northerly corner of Porcion 109, said corner also being the most easterly corner of Porcion 110; at 4,097.0 feet intersected the most southerly corner of Survey 568, said corner also being the most westerly corner of Survey 366; at 7,338.0 feet came to the most easterly corner of Porcion 109, said corner being also an interior corner of Survey 366 for an exterior corner of this Survey;

THENCE, South 54 deg. 15 min. west, with and along the southeasterly line of Porcion 109, 5,800 feet to a point for an interior corner of this Survey, said point being the most westerly corner of Survey 365 and also the most northerly corner of Survey 362;

THENCE, South 35 deg. 45 min. east, with and along the dividing line between Surveys 362 and 365, 7,166.0 feet to a point for an interior corner of this Survey, said point being also the most easterly corner of Survey 362, and the most southerly corner of Survey 365;

THENCE, North 54 deg. 15 min. east, 362.0 feet for an exterior corner of this Survey;

THENCE, South 35 deg. 45 min. east, 5,211.0 feet to a point in the southeasterly line of Survey 296, for an exterior corner of this Survey;

THENCE, South 54 deg. 15 min. west, with and along the southeasterly line of Survey 296; at 4,682.0 feet intersected the most southerly corner of Survey 296, said point of intersection being also the most easterly corner of Survey 295; at 6,385.5 feet came to a point in the southeasterly line of Survey 295;

THENCE, North 35 deg. 45 min. west, 5,211.0 feet to a point in the northwesterly line of Survey 295, said point being also in the southeasterly line of Survey 361, for an interior corner of this Survey;

THENCE, South 54 deg. 15 min. west, with and along the northwesterly line of Survey 295 and the southeasterly line of Survey 361; at 2,146.0 feet intersected a point for the most southerly corner of Survey 361 and the most easterly corner of Survey 293; at 2,450 feet came to a point in the southeasterly line of Survey 293, for an exterior corner of this Survey;

THENCE, North 35 deg. 45 min. west, 3,370.5 feet to a point for an exterior corner of this Survey;

EXHIBIT "F"

THENCE, North 54 deg. 15 min. east, 296 feet to a point in the southwesterly line of Survey 361, for an interior corner of this Survey;

THENCE, North 35 deg. 45 min. west, with and along the southwesterly line of said Survey 361, 3,795.5 feet to a point for an exterior corner of this Survey, said point being also the most westerly corner of said Survey 361;

THENCE, North 54 deg. 15 min. east, with and along the northwesterly line of said Survey 361, 2,806.5 feet to a point for an interior corner of this Survey, said point being also the most southerly line of Share 2 of the partition of Porciones 109, 110 and 111, Camargo Jurisdiction, Starr County, Texas;

THENCE, North 35 deg. 45 min. west, with and along the southwesterly line of said Share 2 of partition of Porciones 109, 110 and 111, 5,061.6 feet to a point for an interior corner of this Survey, said point lying in the southeasterly line of Porcion 110 and said point being also the most westerly corner of said Share 2 of the partition of Porciones 109, 110 and 111;

THENCE, South 54 deg. 15 min. west, with and along the southeasterly line of said Porcion 110, 6,244 feet to a point for an exterior corner of this survey;

THENCE, South 71 deg. 21 min. west, 137.0 feet to a point for an exterior corner of this survey;

THENCE, North 49 deg. 54 min. west, 266.0 feet to a point for an exterior corner of this Survey;

THENCE, North 15 deg. 54 min. west, 2,096.0 feet to a point for an interior corner of this Survey;

THENCE, North 67 deg. 18 min. west, 58.0 feet to a point of intersection with the center line of Farm to Market Road 649 for an exterior corner of this Survey;

THENCE, with and along the center line of said Farm to Market Road 649 as follows:

North 7 deg. 51 min. east, a distance of 5,697.0 feet

North 17 deg. 16 min. east, a distance of 1,961.0 feet

North 11 deg. 22 min. east, a distance of 577 feet

North 4 deg. 56 min. west, a distance of 5,883.0 feet

North 25 deg. 16 min. west, a distance of 2,437.0 feet

North 27 deg. 1 min. west, a distance of 2,490.4 feet

THENCE, North 19 deg. 9 min. west, 1,332.0 feet to a point in the dividing line between Starr and Jim Hogg Counties, Texas;

THENCE, continuing with the center line of said Farm to Market Road 649, as follows:

00625

North 19 deg. 9 min. west, a distance of 2,693.0 feet

North 1 deg. 42 min. west, a distance of 4,432.0 feet

to a point for the northwest corner of this Survey;

THENCE, North 81 deg. 47 min. east, 17,827.0 feet to a point in the east line of said Share H-14-a, Las Cuevitas Grant, Jim Hogg County, Texas, said point being also the northwest corner of Survey 635, Starr and Jim Hogg Counties, Texas;

THENCE, South 86 deg. 28 min. east, with and along the North line of said Survey 635, 1,304.0 feet to a point, said point being the northeast corner of Survey 635, and the northeast corner of this survey;

THENCE, South 4 deg. 30 min. west, with and along the east line of said Survey 635; at 10,371.0 feet intersected Starr and Jim Hogg Counties line; at 10,949 came to the southeast corner of said Survey 635, said corner being also the northeast corner of Survey 368, at 13,132.0 feet came to a point in the north line of Survey 367 for an exterior corner of this survey, said point being marked by a large flat stone;

THENCE, North 85 deg. 30 min. west, with and along the north line of said Survey 367, 1,757.1 feet to a point for an interior corner of this Survey, said point being an interior corner of Survey 368 and the northwest corner of Survey 367;

THENCE, South 2 deg. 30 min. west, with and along the west line of Survey 367, 6,890.0 feet to the place of beginning, LESS AND EXCEPT as contained within said metes and bounds description, all of Survey 368, Abstract 1036, Starr County, Texas; and FURTHER SAVE AND EXCEPT as contained within said description, all of Share 2 of the partition of Porciones 109, 110 and 111, Starr County, Texas.

00626

All of Tract No. 70, containing 105.8 acres, more or less,
out of Porcion 79, Camargo Jurisdiction, Starr County,
Texas.

EXHIBIT "G"

00627

(a) Total purchase price under contract by
and between J. C. Guerra and Virgil H.
Guerra, General Partners of M. Guerra
and Son, and Clinton Manges, dated
March 31, 1969 -----\$3,575,000.00

(b) LESS 31.332% interest in said lands
owned by Clinton Manges by
virtue of his succession to the
interests of Virginia C. Jeffries
and M. A. Guerra-----\$1,120,119.00

(c) LESS principal balance and interest
due and owing on that one
certain real estate note dated
October 28, 1964, in the original
principal sum of \$400,000.00,
held by Clinton Manges, ori-
ginally payable to Southwestern
Life Insurance Company, Dallas,
Texas----- 384,798.67

(d) LESS sums advanced by Clinton
Manges to First State Bank &
Trust Co., Rio Grande City, Texas,
for the benefit of M. Guerra and
Son, representing payment of
promissory notes which were the
obligation of said Partnership of
M. Guerra and Son----- 245,911.55

(e) LESS payment of premium paid to
Marshall G. Johnson, for the
acquisition of said Southwestern
Life Insurance Company note
hereinabove described----- 20,747.95

(f) LESS cancellation of, in part, of
agreed past due rentals and un-
distributed income in the total
amount of \$125,000.00 due Clinton
Manges, individually and as a
successor to the interest of M. A.
Guerra and Virginia G. Jeffries
as a general partner and a limited
partner, respectively, of M. Guerra
and Son----- 110,436.83

(g) LESS the value of 33,020.0 acres,
more or less, retained by the
Receiver and not sold nor conveyed
to Clinton Manges-----1,792,986.00

\$ 3,575,000.00 \$ 3,575,000.00

EXHIBIT "H"

1. Withdrawals from partnership by H. P. Guerra, Jr., to 12/31/70	\$ 427,858.59
2. Less agreed allowance on withdrawals to 12/31/70	128,000.00
3. Equals withdrawals in excess of agreed allowance	299,858.79
4. Amount of total excess withdrawals (by all partners) to which H. P. Guerra, Jr. is entitled (16.667% of \$1,348,047.12 (total withdrawals))	224,678.99
5. Equals debit owed to partnership by H. P. Guerra, Jr. of	- 75,179.80
6. Share of external debts (approx. \$1,500,000.00) owed by H. P. Guerra, Jr. (16.667% of \$1,500,000.00)	250,000.00
7. Equals net debit of	- 325,179.80
8. Amount of assets to which H. P. Guerra, Jr. is entitled (16.667% of agreed value of \$3,575,000.00)	595,845.00
9. Net Credit	270,665.20
10. Withdrawal of 7595.0 acres of land at \$54.30 per acre	412,408.50
11. Balance owing to partnership	141,743.30

U0629

LOAN SETTLEMENT STATEMENT

August 20, 1971

Loan by Bank of the Southwest to H. P.
Guerra, Jr. on 7,609.33 acres in Starr County, Texas

Loan Proceeds		\$200,000.00
Recording Fees:		
Receiver's Deed	\$	5.50
Deed of Trust		6.50
Mortgagee's Title Policy		721.00
Payment to James S. Bates:		
(a) Receiver of M. Guerra & Son, on withdrawal of lands		141,743.30
(b) 1/6 of Receivership expenses since 1/1/71		7,419.04
Payment to Clinton Manges		40,000.00
Payment to U. S. Treasury		1,000.00
Payments by:		
(a) J. C. Guerra		7,500.00
(b) Virgil H. Guerra		7,500.00
(c) Ruben R. Guerra		7,500.00
(d) Clinton Manges		7,500.00
Proceeds due:		39,104.66
Totals	\$230,000.00	\$230,000.00

APPROVED:


H. P. Guerra, Jr.


Virgil H. Guerra


Ruben R. Guerra


J. C. Guerra


Clinton Manges

EXHIBIT "J"

1. Withdrawals from partnership by Virgil H. Guerra to 12/31/70	\$ 357,047.43
2. Less agreed allowance on withdrawals to 12/31/70	128,000.00
3. Equals withdrawals in excess of agreed allowance	229,047.43
4. Amount of total withdrawals (by all partners) to which Virgil H. Guerra is entitled (16.667% of \$1,348,041.12 (total withdrawals))	224,679.00
5. Equals debit owed to partnership by Virgil H. Guerra of	- 4,369.43
6. Share of external debts (approx. \$1,500,000.00) owed by Virgil H. Guerra (16.667% of \$1,500,000.00)	250,000.00
7. Equals net debit of	-254,369.43
8. Amount of assets to which Virgil H. Guerra is entitled (16.667% of agreed value of \$3,575,000.00)	595,845.00
9. Net credit	341,475.57
10. Less balance owing partnership on purchase of bank stock	24,000.00
11. Net credit	317,475.57
12. Withdrawal of 12,000.0 acres of land at \$54.30 per acre	651,600.00
13. Balance owing partnership	334,124.43

00631

LOAN SETTLEMENT SHEET

August 20, 1971

Loan by Bank of the Southwest to
Virgil H. Guerra, et ux, on 12,000 acres
in Starr & Jim Hogg Counties, Texas

Loan Proceeds		\$ 360,000.00
Recording Fees:		
Receiver's Deed	\$	5.50
Deed of Trust		17.00
Mortgagee's Title Policy		1,169.00
Payments to James S. Bates, Receiver of M. Guerra & Son:		
(a) Withdrawal of lands	334,124.43	
(b) Withdrawal of equipment	27,000.00	
(c) 1/6 of Receivership expense since 1/1/71	7,419.04	
Payment to Clinton Manges	15,000.00	
Payment to H. P. Guerra, Jr.	7,500.00	
Payment by J. C. Guerra		<u>32,234.97</u>
Totals	\$ 392,234.97	\$ 392,234.97

APPROVED:

Virgil H. Guerra
Virgil H. Guerra

J. C. Guerra
J. C. Guerra

H. P. Guerra, Jr.
H. P. Guerra, Jr.

Clinton Manges
Clinton Manges

EXHIBIT "L"

1. Withdrawals from partnership by R. R. Guerra to 12/31/70	\$ 309,348.77
2. Less agreed allowance on withdrawals to 12/31/70	128,000.00
3. Equals withdrawals in excess of agreed allowance	181,348.77
4. Amount of total withdrawals (by all partners) to which R. R. Guerra is entitled (18.667% of \$1,348,047.12 (total withdrawals)	251,639.93
5. Equals credit due to R. R. Guerra by partnership of	70,291.16
6. Share of external debts (approx. \$1,500,000.00) owed by R. R. Guerra (18.667% of \$1,500,000.00)	280,000.00
7. Equals net debit of	- 209,708.84
8. Amount of assets to which R. R. Guerra is entitled (18.667% of agreed value of \$3,575,000.00)	667,355.00
9. Net Credit	457,646.16
10. Withdrawal of 13,425.0 acres of land at \$54.30 per acre	728,977.50
11. Balance owing to partnership	271,331.34

EXHIBIT "M"

1. **Payment on the account of M. Guerra & Son, a partnership, of the following debts due and owing by said partnership, releases for which have been obtained and copies attached hereto:**
 - (a) All indebtedness to the National Bank of Commerce of San Antonio by M. Guerra & Son, on a certain original indebtedness in the amount of \$150,000.00 plus interest, past due interest and attorneys' fees, which is now aggregately claimed and agreed to be in the amount of \$192,879.80.
 - (b) All attorneys fees owing to Cox, Smith, Smith, Hale and Guenther, attorneys at law of San Antonio, Texas, together with Trueheart, McMilliam, Russell & Hoffman, attorneys at law, which are presently being claimed in the aggregate amount of \$8,426.36.
 - (c) All attorneys fees owing to Carter, Stiernberg, Skaggs & Koppel, attorneys at law, Harlingen, Texas, in the amount of \$12,560.00.
 - (d) All attorneys fees owing to Sheinfeld, Maley & Kay of Houston, Texas, in the amount of \$9,699.42.
2. **Cash payment of \$10,000.00 paid by R. R. Guerra to your Receiver herein.**
3. **Cash payment of \$37,765.76 paid by Clinton Manges on behalf of R. R. Guerra to your Receiver herein.**

SETTLEMENT BETWEEN RUBEN R. GUERRA
AND M. GUERRA & SON

August 20, 1971

Balance owing Partnership as of January 1, 1971	\$ 271,331.34	
Payment due National Bank of Commerce of San Antonio on note in the original sum of \$150,000.00 plus interest, past due interest and attorneys' fees		192,879.80
Attorneys fees owing to the firms of Cox, Smith, Smith, Hale & Guenther and Trueheart, McMilliam, Russell and Hoffman		8,426.36
Attorneys fees owing Carter, Stiernberg, Skaggs & Koppel		12,560.00
Attorneys fees owing Sheinfeld, Maley & Kay		9,699.42
Cash paid James S. Bates, Receiver		10,000.00
Cash paid James S. Bates, Receiver, by Clinton Manges		37,765.76
Due H. P. Guerra, Jr.	7,500.00	
Net due		<u>7,500.00</u>
Totals	\$ 278,831.34	\$ 278,831.34

APPROVED:

Ruben R. Guerra
Ruben R. Guerra

Virgil H. Guerra
Virgil H. Guerra

H. P. Guerra, Jr.
H. P. Guerra, Jr.

J. C. Guerra
J. C. Guerra

Clinton Manges
Clinton Manges

R. R. GUERRA, JR. AND
W. T. GUERRA AS ATTORNEYS
IN FACT FOR RUBEN R. GUERRA

00635

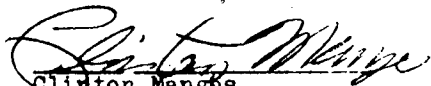
SETTLEMENT OF CLAIMS DUE BY
CLINTON MANGES TO M. GUERRA & SON


August 20, 1971


Agreed net due as of 1/1/71

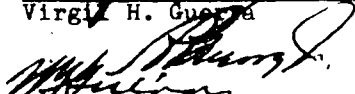
Receivership expense	\$247,000.00	
1/2 of Receivership expense since 1/1/71	28,257.17	
Bank stock	30,000.00	
Behalf of Ruben R. Guerra	37,765.76	
H. P. Guerra, Jr.	7,500.00	
Payments made:		
James S. Bates, Receiver (bank stock)		30,000.00
James S. Bates, Receiver, (advance)		35,000.00
Net due*		279,522.88
Totals	\$344,522.88	\$344,522.88

APPROVED:


Clinton Manges


J. C. Guerra


Virgil H. Guerra


Ruben R. Guerra

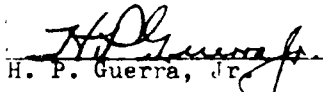

H. P. Guerra, Jr.

EXHIBIT "P"

SETTLEMENT STATEMENT

August 20, 1971

Settlement of claims due J. C. Guerra by
M. Guerra & Son, a partnership

Net Credits in M. Guerra & Son	\$ 349,963.51
Claim against M. Guerra & Son	89,861.55
Interest on Claim	6,200.00

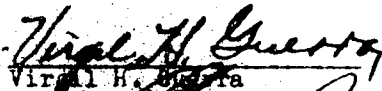
Payments to:

- (a) H. P. Guerra, Jr. * 7,500.00
- (b) James S. Bates, Receiver
of M. Guerra & Son, for
1/6 of Receivership
expense since 1/1/71 7,419.04
- (c) James S. Bates, Receiver
on behalf of Virgil H.
Guerra 32,234.97

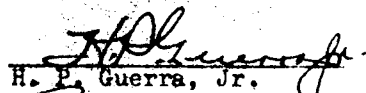
Net due from Receivership	<u>398,871.05</u>	<u> </u>
	\$446,025.06	\$446,025.06

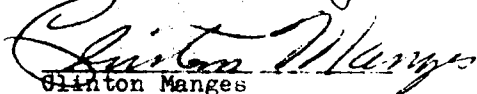
APPROVED:


J. C. Guerra


Virgil H. Guerra


Ruben R. Guerra


H. P. Guerra, Jr.


Clinton Manges

00637

1. Corpus Christi State National Bank	\$ 108,743.87
2. Capital National Bank, Austin	192,495.47
3. Cox, Smith, Smith, Hale & Guenther and Truehart, McMillan, Russell & Hoffman	8,426.36
4. National Bank of Commerce	192,879.80
5. Carter, Stiernberg, Skaggs & Koppel	12,560.00
6. Shienfield, Maley & Kay	9,699.42
7. M. A. Canales Estate	26,650.00
8. Arnulfo Guerra	6,000.00
9. Clinton Manges	
A. Principal and interest due on note dated October 28, 1964, originally payable to Southwestern Life Insurance Company, Dallas	384,798.67
B. Advances to First State Bank & Trust Company, Rio Grande City, for benefit of M. Guerra & Son	245,911.55
C. Premium paid Marshall G. Johnson for acquisition of Southwestern Life Insurance Company note	20,747.95
D. Cancellation in part of agreed past due rentals and undistributed income as successor in interest of M. A. Guerra & Virginia G. Jeffries	10,436.83
10. J. C. Guerra, in part payment of net due as shown on settlement sheet marked as Exhibit "Q"	<u>298,871.05</u>
	\$ 1,518,220.97

EXHIBIT "R"

1. J. C. Guerra	\$ 166,267.59
2. Duty Tool Co.	100.00
3. G. & G. Lumber & Hardware Co.	1,383.41
4. W. T. Shropshire	1,250.00
5. Estate of J. H. Guerra	18,862.65
6. Estate of F. D. Guerra	7,241.09
7. Arnulfo Guerra	500.00
8. Clinton Manges	
Balance of past due rentals	114,563.17
Net due from H.P. Guerra, Jr.	32,500.00
Net due from V.H. Guerra	15,000.00
Net due from Arnulfo Guerra	2,000.00
1/2 of Royalties received by Receiver since 2/9/71	<u>3,030.52</u>
Total	\$ 362,698.43

00639

1. V. H. Guerra, Operating Expenses	\$ 29,421.27
2. V. H. Guerra, Fence Construction	1,400.00
3. Dan Manges, Overseer's Salary & Travel	33,363.90
4. Starr County Publishing Co., Advertising	14.31
5. The Monitor, Advertising	23.52
6. Corpus Christi Caller, Advertising	18.36
7. Express Publishing Co., Advertising	73.92
8. Starr County Abstract Co., Title Research	810.00
9. First State Bank, R.G.C., Printed checks & telegram	11.05
10. Gutierrez Lumber & Hardware, Fence materials	3,905.29
11. Alfredo Garcia, Labor - Fence Construction	2,893.62
12. Arturo Z. Flores, Accounting & Expense Re- imbursement	5,959.50
13. Internal Revenue Service, FICA Taxes	811.20
14. C. Munoz, Tax Collector, Property Taxes	13,136.11
15. Juan L. Ramirez, Tax Collector, Property taxes	2,387.08
16. L. D. Gomez, Tax Collector, Property taxes	3,309.90
17. San Isidro Ind. School District, property taxes	137.98
18. O. A. Garza, Tax Collector, Property taxes	942.77
19. Frank R. Nye, Attorney Fees	14,306.64
20. Cameron Engineering Co., Surveyor's fees	<u>30,045.37</u>
Total	\$ 142,971.79

EXHIBIT "T"

1. James S. Bates, Receiver's Fees	\$50,000.00
2. Dennis E. Hendrix, Attorney's Fees	10,000.00
3. Frank R. Nye, Attorney's Fees	693.36
4. Estimated FICA tax	936.00
5. Bates & Hendrix (out of pocket expenses for recording fees, tax certificates, etc.)	3,477.64
6. Arturo Z. Flores, accounting fees	<u>3,000.00</u>
Total	\$ 68,107.00

EXHIBIT "U"

00641

Clinton Manges - sale of bank stock	\$ 30,000.00
Ruben R. Guerra	17,500.00
Virgil H. Guerra	167,504.53
H. P. Guerra, Jr.	91,256.13
Clinton Manges	<u>220,045.37</u>
Total	\$ 526,306.03

Exhibit "V"

*o/c
DM*

THE STATE OF TEXAS)
)
COUNTY OF STARR)

RELEASE

WHEREAS, there is now pending a receivership of M. Guerra & Son, a partnership, docketed as Cause No. 3953 in the 229th Judicial District Court of Starr County, Texas; and

WHEREAS, the undersigned is a partner of the said M. Guerra & Son partnership; and

WHEREAS, the undersigned has agreed to accept certain partnership lands in partial partition, distribution, and dissolution of M. Guerra & Son, a partnership, which said lands are described in a Receiver's Deed, a copy of which is attached hereto, and marked Exhibit A, which said deed is to be accepted subject to any and all existing easements, recorded oil and gas leases, outstanding mineral interests, and taxes for 1971 and subsequent years; and

WHEREAS, in pursuance of the settlement agreement between us, all of the partners in M. Guerra & Son have agreed to release each other from any and all claims and causes of action arising by and between and among themselves;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: that the undersigned, Ruben R. Guerra, a partner in M. Guerra & Son, does hereby release J. C. Guerra, H. P. Guerra, Jr., Virgil H. Guerra, and Clinton Manges, individually and as representing the interests of M. A. Guerra and Virginia Jeffries, from any and all claims and causes of action and damages arising as a result of the said receivership, and he does hereby agree, in return for the other said partners' agreement to the same effect, that any and all existing or claimed causes of action for damages between them arising in any way, including the stewardship exercised by any of the partners on behalf of M. Guerra & Son, is hereby released.

The undersigned also intends to release and will release James S. Bates, acting as Receiver in said Cause No. 3953 in the 229th District Court of Starr County, Texas, when James S. Bates has paid or caused to be paid all just claims against M. Guerra & Son and all just debts of M. Guerra & Son, and when a full and

00643

final accounting of the assets of the partnership and the disposition thereof has been filed and approved.

AGREED AND EXECUTED this 2nd day of Sept, 1971.

Ruben R. Guerra
Ruben R. Guerra

THE STATE OF TEXAS)

COUNTY OF Cameron)

BEFORE ME, the undersigned authority, on this day personally appeared RUBEN R. GUERRA, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this the 2nd day of

Sept, 1971.

Mary L. ...
Notary Public in and for
Cameron County, Texas.

RECEIVER'S DEED

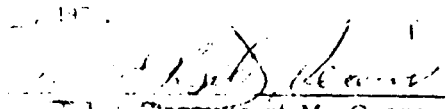
STATE OF TEXAS)
NTY OF STARR)

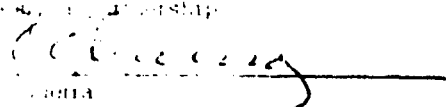
KNOW ALL MEN BY THESE PRESENTS:

That we, JAMES S. BATES, Receiver, duly appointed and qualified
Cause No. 3953 in the 229th Judicial District Court of Starr County,
Texas, and acting as Receiver of M. Guerra and Son, a partnership,
joined herein by J. C. GUERRA, H. P. GUERRA, JR., VIRGIL H. GUERRA
and CLINTON MANGES, General Partners and interest holders of M.
Guerra and Son, a partnership, as our interest may appear, in accordance
and in compliance with that certain order authorizing sale and conveyance
of partnership lands in partial partition, distribution and dissolution
of M. Guerra and Son, a partnership, heretofore entered in the above
entitled and numbered proceeding, for and in consideration of the sum
of Ten (\$10.00) Dollars, and other good and valuable consideration,
receipt of which is hereby acknowledged, have GRANTED, SOLD AND
CONVEYED and by these presents do GRANT, SELL AND CONVEY unto
R. R. GUERRA, of Starr County, Texas, all that certain property
situate in the County of Starr, State of Texas, and being further
described on Exhibit "A" attached hereto and hereby made a part
hereof for all purposes.

TO HAVE AND TO HOLD the said premises, together with all
rights, hereditaments and appurtenances thereto belonging, unto the said
Grantee above named, his heirs and assigns forever. And we do hereby
bind ourselves, our heirs, executors, administrators, successors and
assigns, to WARRANT AND FOREVER DEFEND the title to the said
property unto the said Grantee above named, his heirs and assigns,
against every person whomsoever lawfully claiming or to claim the
same or any part thereof.

EXECUTED this _____ day of _____, 19__.



James S. Bates, Receiver of M. Guerra
and Son, a Partnership


CLINTON MANGES

00645

H. P. Guerra, Jr.
H. P. Guerra, Jr.

Virgil H. Guerra
Virgil H. Guerra

Clinton Manges
Clinton Manges

THE STATE OF TEXAS)

COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared JAMES S. BATES, RECEIVER OF M. GUERRA AND SON, a partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1971.

Notary Public in and for _____
County, Texas

THE STATE OF TEXAS)

COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared J. C. GUERRA, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1971.

Notary Public, _____ County,
Texas

THE STATE OF TEXAS)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared H. P. GUERRA, JR., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1971.

Notary Public, _____ County,
Texas

THE STATE OF TEXAS)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared VIRGIL H. GUERRA, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1971.

Notary Public, _____ County,
Texas

THE STATE OF TEXAS)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared CLINTON MANGES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1971.

Notary Public, _____ County,
Texas

13,269.559 acres of land, out of and forming parts or portions of Porciones Nos. 55, 56, 57 and 58, of the Ancient Jurisdiction of Mier, Mexico, and Surveys Nos. 299 and 299, -II in Starr County, Texas.

BEGINNING at a hub, at corner of fence on the dividing line between the "El Pedernal" Grant and Survey No. 301, same being the North Corner of Share No. 2 and a West Corner of Share No. 1, of the Partition of Survey No. 301, appearing of record in Volume No. "63" pages 2 to 8, of the Deed Records of Starr County, Texas, for North corner hereof;

THENCE following fence on the dividing line between Shares Nos. 1 and 2, of the Partition of Survey No. 301, S. 35° 45' E., 3985.0 feet to a hub, at corner of fence, an Inner Corner of Share No. 1, the East Corner of Share No. 2, of the Partition of Survey No. 301, for a corner hereof;

THENCE following fence, S. 54° 15' W., at 1555.5 feet passed the North Corner of Survey No. 299, at 2900.0 feet passed the East Corner of Porcion No. 55 and at 3483.3 feet to a hub, at corner of fence, for an Inner corner hereof;

THENCE following fence, S. 35° 45' E., 3637.2 feet to a hub, at corner of fence, the East Corner of a 80.79-acre tract out of Survey No. 299, for a corner hereof;

THENCE following fence, S. 54° 15' W., at 985.6 feet passed the East Corner of Porcion No. 56, at 2512.6 feet passed the North Corner of Porcion No. 57, as decreed by the District Court of Starr County, Texas, in Cause No. 1608, on June 25, 1931, and established by Demetrio Garcia, Surveyor, and at 15,586.3 feet to an iron pipe, the West corner of Share No. 15, of the Partition of Porcion No. 57, for a corner hereof;

THENCE following fence, S. 35° 45' E., 1203.7 feet to an old squared post and iron pipe, the West Corner of Share No. 14 of Porcion 57, the South corner of Share No. 15 of Porcion 57, for a corner hereof;

THENCE following fence, N. 54° 15' E., 1615.0 feet to an old squared post and iron pipe, the East Corner of 15, the North Corner of Share No. 14 of Porcion 57, for a corner hereof;

THENCE following fence, S. 35° 45' E., 2407.3 feet to an Old Squared post and Iron Pipe, at corner of fence, the East Corner of Share No. 13 of Porcion 57, for a corner hereof;

THENCE following fence on the dividing line between Porciones Nos. 57 and 58, S. 54° 15' W., 2245.5 feet to a hub, at corner of fence, for a corner hereof;

THENCE following fence, S. 10° 42' W., 1127.8 feet to hub, for bend in line;

THENCE following fence, S. 16° 58' E., 264.3 feet to hub, for bend in line;

THENCE following fence, S. 27° 51' E., 196.5 feet to hub, for bend in line;

THENCE following fence, S. 27° 29' E., 1119.0 feet to hub, at corner of fence for an Inner Corner hereof;

THENCE following fence, S. 39° 30' E., 1538.9 feet to a hub, at corner of fence, for a corner hereof;

THENCE following fence, S. 70° 15' E., 1190.0 feet to hub, for bend in line;

THENCE following fence, S. 76° 17' E., 200.0 feet to a hub, at corner of fence, for most Easterly East Corner hereof;

THENCE following fence, S. 45° 06' W., 869.0 feet to a hub, for bend in line;

THENCE following fence, S. 51° 24' W., 1800.0 feet to a hub, at corner of fence, for a corner hereof;

THENCE following fence, S. 32° 07' E., 161.0 feet to a hub, at corner of fence on the dividing line between Porciones Nos. 58 and 59, for an East Corner hereof;

THENCE S. 54° 15' W., at 25,838.7 feet passed the West Corner of Share No. 46, of the Partition of Porcion No. 59, and at 26,929.0 feet to a stake, for a South corner hereof;

THENCE N. 35° 47' W., 4160.5 feet to a stake on the Southwest boundary line of Right of Way Easement of U. S. Highway No. 83, for an inner corner hereof;

THENCE S. 54° 13' W., with the Southeast boundary line of Right of Way Easement of FM Road No. 2098, 1959.9 feet to a stake for south corner hereof;

THENCE following fence, N. 37° 17' W., 6175.0 feet to a stake, for bend in line;

THENCE following fence, N. 36° 12' W., 2600.0 feet to a stake, for bend in line;

THENCE following fence, N. 36° 02' W., 1737.0 feet to a hub, at corner of fence on the dividing line between Starr and Zapata Counties, the Southeast Line of Porcion No. 14 of the Ancient Jurisdiction of Guerrero, the Northwest Line of Porcion No. 55, of the Ancient Jurisdiction of Mier, Mexico, for West Corner hereof;

THENCE with the dividing line between Starr and Zapata Counties, North 54° 04' E., at 9449.6 feet intersection of the center line of U. S. Highway No. 83, with Porcion Line, at 47,091.6 feet passed rotten post and 5/8" Iron Rod, under fence, the North corner of Porcion No. 55, the West corner of Survey No. 301, at 47,550.6 feet passed a Big Stone, marked "HH" and at 49,991.6 feet to the place of beginning and containing within these notes and bearings, 13,260.859 acres of land.

SAVE AND EXCEPT as to all tracts above, all oil, gas and other minerals, like or unlike, in, on, under or that may be produced from said land, together with the right of ingress and egress for the purpose of exploration for and the production of said oil, gas and other minerals, like or unlike.

paid or caused to be paid all just claims against M. Guerra & Son and all just debts of M. Guerra & Son, and when a full and final accounting of the assets of the partnership and the disposition thereof has been filed and approved.

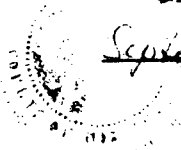
AGREED AND EXECUTED this 3rd day of September, 1971.

Clinton Manges
Clinton Manges, Individually and as representing the interests of M. A. Guerra and Virginia Jeffries

THE STATE OF TEXAS)
COUNTY OF Hidalgo)

BEFORE ME, the undersigned authority, on this day personally appeared CLINTON MANGES, Individually and as representing the interests of M. A. Guerra and Virginia Jeffries, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of September, 1971.



James C. Hendrix
Notary Public, Hidalgo County,
Texas

just debts of M. Guerra & Son, and when a full and final accounting of the assets of the partnership and the disposition thereof has been filed and approved.

AGREED AND EXECUTED this 3rd day of September, 1971.

J. C. Guerra
J. C. Guerra

THE STATE OF TEXAS)
COUNTY OF STARR)

BEFORE ME, the undersigned authority, on this day personally appeared J. C. GUERRA, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of September, 1971.

Emma G. Galloway
Notary Public, Starr County, Texas

EMMA G. GALLOWAY, NOTARY PUBLIC
IN AND FOR STARR COUNTY, TEXAS
MY COMMISSION EXPIRES JUNE 1, 1973



The undersigned also intends to release and will release James S. Bates, acting as Receiver in said Cause No. 3953 in the 229th District Court of Starr County, Texas, when James S. Bates has paid or caused to be paid all just claims against M. Guerra & Son and all just debts of M. Guerra & Son, and when a full and final accounting of the assets of the partnership and the disposition thereof has been filed and approved.

AGREED AND EXECUTED this 3rd day of September, 1971.

H. P. Guerra, Jr.
H. P. Guerra, Jr.

THE STATE OF TEXAS)
COUNTY OF Starr)

BEFORE ME, the undersigned authority, on this day personally appeared H. P. GUERRA, JR., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of September, 1971.

Maria Eufemia A. Gonzalez
Notary Public, Starr County, Texas

THE STATE OF TEXAS)
) RELEASE
 COUNTY OF STARR)

WHEREAS, there is now pending a receivership of M. Guerra & Son, a partnership, docketed as Cause No. 3953 in the 229th Judicial District Court of Starr County, Texas; and

WHEREAS, the undersigned is a partner of the said M. Guerra & Son partnership; and

WHEREAS, the undersigned has agreed to accept certain partnership lands in partial partition, distribution, and dissolution of M. Guerra & Son, a partnership, which said lands are described in a Receiver's Deed dated August 20, 1971, and which said deed is to be accepted subject to any and all existing easements, recorded oil and gas leases, outstanding mineral interests, and taxes for 1971 and subsequent years; and

WHEREAS, in pursuance of the settlement agreement between us, all of the partners in M. Guerra & Son have agreed to release each other from any and all claims and causes of action arising by and between and among themselves;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: that the undersigned, H. P. GUERRA, JR., a partner in M. Guerra & Son, does hereby release J. C. Guerra, Ruben R. Guerra, Virgil H. Guerra, and Clinton Manges, individually and as representing the interests of M. A. Guerra and Virginia Jeffries, from any and all claims and causes of action and damages arising as a result of the said receivership, and he does hereby agree, in return for the other said partners' agreement to the same effect, that any and all existing or claimed causes of action for damages between them arising in any way, including the stewardship exercised by any of the partners on behalf of M. Guerra & Son, is hereby released.

Exhibit "Z"

The undersigned also intends to release and will release James S. Bates, acting as Receiver in said Cause No. 3953 in the 229th District Court of Starr County, Texas, when James S. Bates has paid or caused to be paid all just claims against M. Guerra & Son and all just debts of M. Guerra & Son, and when a full and final accounting of the assets of the partnership and the disposition thereof has been filed and approved.

AGREED AND EXECUTED this 3rd day of Sept, 1971.

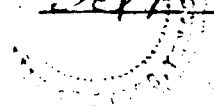
Virgil H. Guerra
Virgil H. Guerra

THE STATE OF TEXAS)
COUNTY OF STARR)

BEFORE ME, the undersigned authority, on this day personally appeared VIRGIL H. GUERRA, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of Sept, 1971.

Herman Lopez (Herman Lopez)
Notary Public, STARR County, Texas



[Faint handwritten notes and signatures in the lower right quadrant, including a signature that appears to be 'Herman Lopez']

00657

COURT OF TEXAS
COUNTY OF STARR X I, JUAN ERASMO SAENZ, Clerk of the District
Court of Starr County, Texas do hereby certify that the foregoing is

and correct copy of the original ACCOUNTING AND REPORT ON CONDITION OF
RECEIVERSHIP, APPLICATION FOR SALE OF PROPERTIES, AND REQUEST
FOR DISSOLUTION OF RECEIVERSHIP AND PARTNERSHIP OF M.

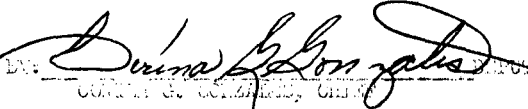
GUERRA & SON. now on file in said court.

Witness my Hand and the Seal of said Court at office in MIO GRANDE

COUNTY, TEXAS, this 3RD day of DECEMBER 19 75.

JUAN ERASMO SAENZ

CLERK OF DISTRICT COURT, STARR COUNTY, TEXAS

BY: 
JUANA GONZALEZ, CLERK

00658

APPRAISAL REPORT	
North $\frac{1}{2}$ Lot 9 - Block 18	
West Side Addition	
Benavides, Texas	
	E-41

C0659

APPRAISAL REPORT

OWNER: Clinton Manges Et Ux

OCCUPANT: Vacant

INSPECTED: 10/22/75 (from street)

SUBJECT ADDRESS: "A" Street - Benavides, Texas

LEGAL DESCRIPTION: North $\frac{1}{2}$ Lot 9 - Block 18 - West Side Addn.,
Benavides, Duval County, Texas.

LOT SIZE: Not Specific AREA: Not Specific ZONING: None

HIGHEST AND BEST USE: Residential

DEED DATED: 4/9/73

RECORDED: File 5278

CONSIDERATION SHOWN: \$10 OVC

TAXES:

	<u>Taxes</u>	<u>Land Assessment</u>	<u>Improvement Assessment</u>	<u>Total Assessment</u>
School	\$	\$179	\$ None	\$ 179

Special Taxes \$ None Total Tax Payout \$ Undetermined

* * L 9, Blk 18 of this subdivision is carried on the School Board's Tax * *
Roll in the Name of Celia R. Guajardo (sister of O.P. Carillo)

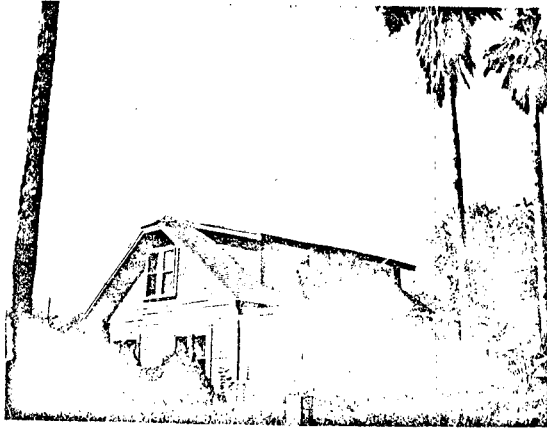
NEIGHBORHOOD:

Conformity of Parcel to Area: Typical

UTILITIES:

Water, sewer, gas & electricity are available .

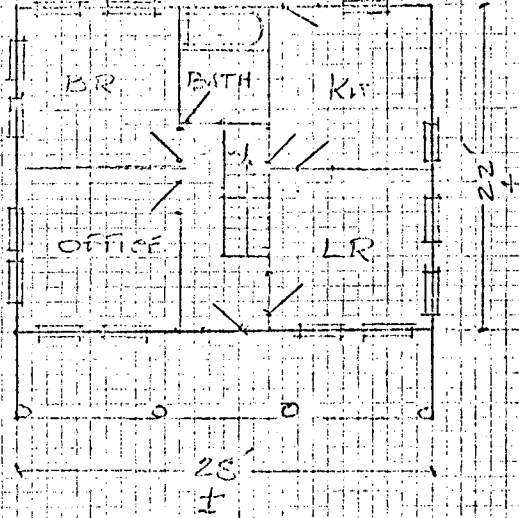
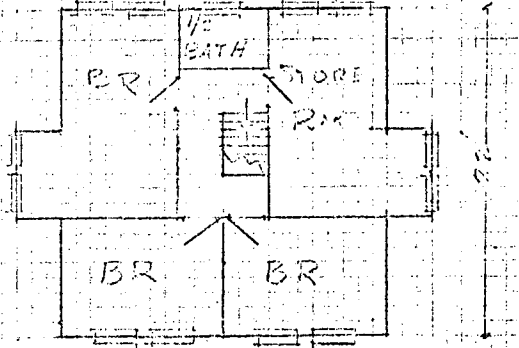
Street Paved with asphalt Curbing none .



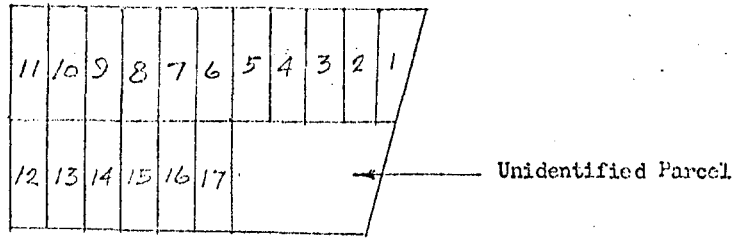
This picture was taken from the street by the Appraiser on October 22, 1975.

SKETCH OF IMPROVEMENTS WITH DIMENSIONS

Note: The Subject Property is improved with a one and a half story house. Since I was unable to determine the exact dimensions by measurement, I discussed the floor plans and room arrangements and sizes with the former tenant, Mr. Juan Rivera, Jr.. The sketch below depicts the floor plan as described by Mr. Rivera.



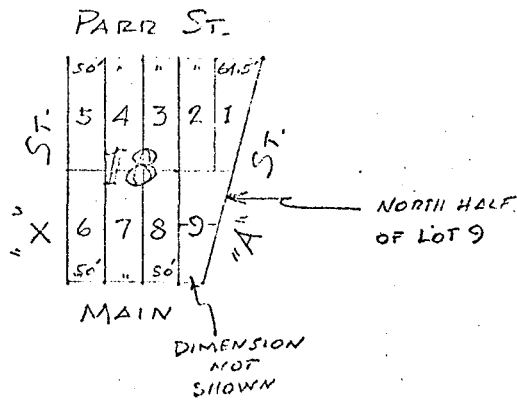
C0662



Flat shown in School Board's Records of Block 18

- Block 18 - West Side Addn. - Benavides, Texas

Note: No dimensions are shown, nor any street names.



Flat shown in County Records -
Vol. 6, Page 319, 1-27-26
J. A. Heras, Agt.

Block 18 - West Side Addn. - Benavides, Texas.

COST APPROACH C0663

Type	<u>Residential</u>	Heating and Cooling	<u>gas outlets - no a/c</u>
Approx. Age	<u>25 yrs. ± in 1970</u>	Fireplace	<u>none</u>
Stories	<u>1½</u>	Insulation	<u>none</u>
Rooms	<u>8 rooms</u>	Flue	<u>none</u>
Basement	<u>none</u>	Water Heater	<u>yes</u>
Foundation	<u>cedar block</u>	Electrical	<u>minimal</u>
Exterior Walls	<u>frame</u>	Bath	<u>1½ baths - no tile</u>
Interior Walls	<u>sheet rock</u>	Kitchen Cabinets	<u>job built - minimal</u>
Floor	<u>wood</u>	Porches	<u>open - concrete</u>
Roof	<u>wood shingle</u>	Garage	<u>none</u>
Gutter	<u>none</u>	Driveway	<u>none</u>
Trim & Finish	<u>wood - obsolete</u>	Walks	<u>conc.</u>
Hardware		Fences	<u>wire mesh - cedar post</u>
Windows	<u>wood - dbl. hung</u>	Trees & Shrubs	<u>palms & shrubs</u>
Screens	<u>wood frames</u>	Special Equipment	<u>none</u>
Shades & Blinds			

CONDITION OF PROPERTY Poor condition in 1970
 OCCUPANCY Vacant RENTAL Prior rent: \$50 per month.
 REMARKS:

Main Bldg. Reproduction Cost New	<u>1136 ±</u>	Sq. Ft. @ \$ <u>9.00</u>	\$ <u>10,224</u>
Porches	<u>Incl. w/ house</u>	Ft. @ \$	
TOTAL REPRODUCTION COST NEW FOR MAIN BUILDING			\$ <u>10,224</u>
Physical Deterioration	% or \$ <u>3774</u>		
Functional-Obsolescence	% or		
Economic-Obsolescence	% or		
Less Total Accrued Depreciation			<u>3,774</u>
Estimated Depreciated Value of Main Building			\$ <u>6,450</u>
Onsite Improvements:			
<u>landscaping</u>	Value		<u>250</u>
	Value		
	Value		
TOTAL IMPROVEMENT VALUE			\$ <u>6,700</u>
Land Value. <u>Lot size undetermine</u>	Ft. @ \$	Per. Ft.	<u>300</u>
VALUE INDICATED BY THE COST APPROACH			\$ <u>7,000</u>

COMMENTS ON DEPRECIATION:

Depreciation as noted above is simply the difference between the estimated cost to replace these improvements new in 1970 and my estimate of its Market Value on the same day, namely, October 12, 1970.

Some of the information as to design, construction, etc., pertaining to the house was observed from the street; the balance of the information was obtained from talking with the former tenant, Mr. Juan Rivera Jr., who resides now in San Antonio.

MARKET DATA APPROACH

Only two sales of residential properties during 1970 were found in Benavides as follows:

No. 1. Benito V. Garza to Liborio Saenz et ux. - 9-15-70

Vol. 159 Page 348 W/D \$10 OVC

Vol. 113 Page 346 V/L & DT - 1st Lien (\$800 2nd Lien)

Total Price: \$4500.00 (For details See Page 5.A)

No. 2. Frank A. Vaello to Sam'l Garza Jr. - 1970

This is an unrecorded sale insofar as Public Records are concerned.

Total Price: \$5500.00 (for details See Page 5.B)

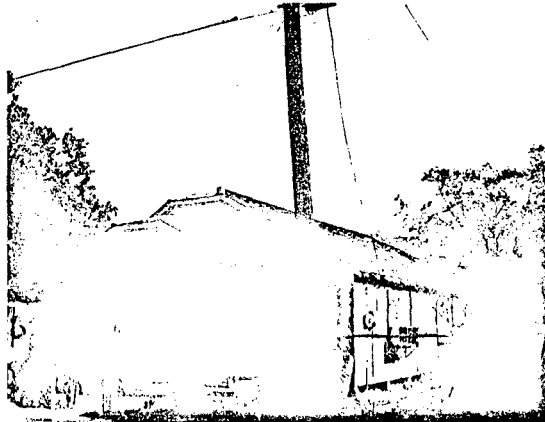
The Subject Property was rented to a tenant from 1963 until the end of August, 1970 at a rental of \$50 per month. This monthly rental of \$50 is thought to be the fair economic rent for this property, based upon discussions with the former tenant and one other knowledgeable resident acquainted with the property. Other data developed in the past, showing the relationship of monthly rents to actual sales prices produces strong indication that properties such as the Subject rarely (if ever) sell for more than 140 times the monthly rent. (140 X \$50 = \$7000.00)

After consideration of these two sales and the rental data developed by the Subject Property, it is my opinion that the Subject Property on Oct. 12, 1970 had a Market Value of \$7000.00.

00665

COMPARABLE SALES DATA

Benavides
Duval County,
Texas

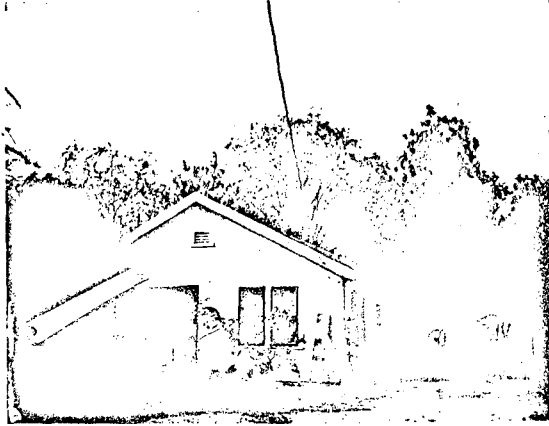


Sale Parties: Grantor Benito V. Garza To Grantee Liborio Saenz et ux
Dated 9-15-70 Recorded in Volume 159 Page 348
Local Address Oliveira Street (no street number)
Legal Description Lot 2, Block 2, Barton Addn., to Benavides, Texas
Actual Price \$4500.00 Verified With Grantee
Conditions of Sale Texas - \$800 second lien
Rental Data None known
Land Size 50' x 150' Unit Price: As Improved \$4500 ; Unimproved _____
Street paved Utilities all city utilities
Improvements single family residence in good neighborhood.
Size and Description House estimated to have approx. 950 s.f. , wood shingle roof.
Condition and Desirability 3 Bedrooms - 1 bath
Current Use residential Highest and Best Use residential
Date Inspected 10/23/75 Zoning None
Use reverse side for other pertinent information This house has been extensively remodeled since purchase.

00666

Duval County,
Texas

COMPARABLE SALES DATA



Sale Parties: Grantor Frank A. Vaello To Grantee Sam'l. Garza Jr. et ux

Dated 1970 Recorded in Volume Unrecorded Page _____

Local Address Oliveira Street (no street number)

Legal Description Lot 8, Blk 1, Barton Addn., to Bonavides, Texas

Actual Price \$5500 Verified With Grantee

Conditions of Sale Monthly payments

Rental Data none

Land Size 50' x 150' Unit Price: As Improved \$5500; Unimproved _____

Street paved Utilities all city utilities

Improvements 1 single family residence, Frame-Asbestos Construction.

Size and Description Approx. 1000 S.F. - 3 Bedrooms - 1 Bath

Condition and Desirability House in good condition. Desirable neighborhood.

Current Use residential Highest and Best Use residential

Date Inspected 10-23-75 Zoning None

Use reverse side for other pertinent information This was a bonafide open Market transaction between responsible parties, but I could not find any recording information on Public Record.

00667

INCOME APPROACH

The Income Approach is not applicable in Estimating Market Value for Residential Properties.

ANALYSIS AND CORRELATION

A. COST APPROACH:	\$7000.00	B. MARKET APPROACH:	\$7000.00
B. INCOME APPROACH:	Not Used	FAIR MARKET VALUE:	\$7000.00

CORRELATION:

The Estimated Value of this Property was developed by the Market Data Approach. This is the only approach that carries any weight in appraising older properties such as the Subject, where depreciation has accrued over the years and can not be realistically estimated except as the difference between estimated replacement cost (new) and the estimated market value from the Market Data Approach.

The Purpose of This Appraisal is to estimate the Market Value of the fee simple interest as of a certain date. Market Value being defined as "The price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future".

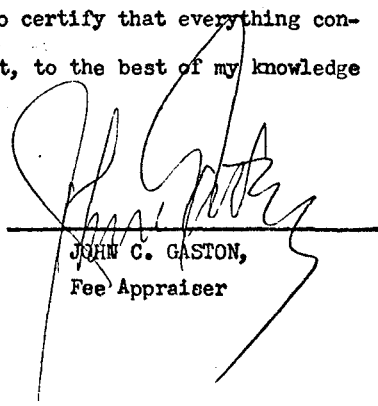
CONCLUSION

After inspection of the Subject Property from the street and after giving consideration to the sales and rental data, it is the considered judgment of the appraiser that the Market Value of the Subject Property as of October 12, 1970 is:

Total Value: \$ 7,000.00

APPRAISER'S CERTIFICATION

I hereby certify that I have no interest in this property, present or contemplated; and that neither my employment nor my compensation is based or conditioned upon the valuation found. I also certify that everything contained in this appraisal is true and correct, to the best of my knowledge and belief.



JOHN C. GASTON,
Fee Appraiser

00669

JOHN C. GASTON - - REAL ESTATE APPRAISER

BACKGROUND OF THE APPRAISER

SRA Member - Society of Real Estate Appraisers

Chapter No. 65, San Antonio, Texas.

Former City Property Manager - Houston, Texas Branch

For Mass. Mutual Life Ins. Co., Springfield, Mass.

Active Continuously as Real Estate Manager, and/or

Broker and/or Appraiser since 1938.

Active Member of the Veterans Administration Fee Appraisers'

Panel since 1954 - San Antonio, Texas.

Active Member of the State Department of Highways and Public

Transportation Panel of Fee Appraisers:

District 15 - San Antonio, Texas

District 16 - Corpus Christi, Texas.

Approved as Fee Real Estate Appraiser by:

Urban Renewal Agency of The City of San Antonio, Texas.

Government Employees Credit Union, San Antonio, Texas.

Bexar County Road Department, San Antonio, Texas.

Various Conventional Lending Institutions.

Various Banks, Lawyers, and Individuals.

0670

EXTRACTED FROM DA FORM 1 MORNING REPORTS
CO B 2D BN (MECH) 141st INF
ALICE, TEXAS

11 July 1975


<u>DATE</u>	<u>TYPE OF ASSEMBLY</u>	<u>PRESENT</u>	<u>ABSENT</u>	<u>ET</u>
8Jan72 9Jan72	MUTA-4 Pd1&2 Pd3&4 16hrs			4&5Dec71 [REDACTED]
12Feb72 13Feb72	MUTA-4 Pd1&2 Pd3&4 16hrs			15&16Jan72 [REDACTED]
11Mar72 12Mar72	MUTA-4	X		
15Apr72 16Apr72	MUTA-4			8&9Apr72 [REDACTED]
29Apr72 30Apr72	MUTA-4	X		
3Jun72 4Jun72	MUTA-4	X		
17Jun72-2Jul72	Annual Training	Abs		
15Jul72 16Jul72	MUTA-4	X		
12Aug72	MUTA-4			6Aug72 8hrs
13Aug72 - 26Aug72	Annual Training	Ft Wolters TX		
9Sep72 10Sep72	MUTA-4	X		
14Oct72 15Oct72	MUTA-4	X		
4Nov72 5Nov72	MUTA-4	X		
9Dec72 10Dec72	MUTA-4	X		
20Jan73 21Jan73	MUTA-4	X		
10Feb73 11Feb73	MUTA-4	X		

E-42

C0671

17Mar73		
18Mar73	MUTA-4	Present
7Apr73	MUTA-4	Present
8Apr73		
5May73		
6May73	MUTA-4	Present
17Jan73		
18Jan73	Annual Training	Ft Chaffee Ark
14Jul73		
15Jul73	MUTA-4	Present
11Aug73	MUTA-4	Present
12Aug73		
15Sep73	MUTA-4	Present
16Sep73		

I certify that I am the custodian of the records of Company B, 2nd Battalion (Mech) 141st Infantry, Texas National Guard and that the above is a true extract of the morning report reflecting the attendance of Spec. 4, Roberto Elizondo, SSN 451-88-6507, at training for the period, January 8, 1972 to September 16, 1973.


Silverio G. Valadez
First Sergeant

CLAIM FOR PAYMENT

STATE OF TEXAS, }
 COUNTY OF DUVAL } **00672** Code No. _____ Claim No. _____
 San Diego, Texas, 1-5, 1973
 Claimant Roberto Elizondo

PURPOSE:

Labor 225.00
320
1:13

I hereby certify that the foregoing claim, bill or account against Duval County, Texas, as charged in this claim for payment, is for items actually delivered, for labor, services or duties actually performed as stated, to or for the benefit or account of Duval County; and that the prices are reasonable and that this account is just and correct, due and unpaid.

Dated 1-5, 1973 Roberto Elizondo Claimant

Sworn to and subscribed before me this the 5 day of Jan, 1973.

[Signature]
 Notary Public, Duval Co. Texas

DUVAL COUNTY, TEXAS	
Department For What CODE: 320 Labor Prec # 3 \$ \$ \$ \$ \$	Amount \$ 225.00 \$ \$ \$ \$
Charge: _____ County Judge: _____	
Examined and approved for \$ _____ and County Clerk ordered to draw warrant for said amount on County Treasurer against ROAD & BRIDGE FUND By order Commissioners' Court this _____ day of _____, A. D. 197____ County Auditor: _____	
Claim No. <u>00672</u> Warrant No. _____ CLAIM OF ROBERTO ELIZONDO BENAVIDES, TEXAS For \$ 225.00 Examined and approved for \$ 225.00 Rejected for \$ _____ this _____ day of _____, 197____	

30
 E-43

CLAIM FOR PAYMENT

STATE OF TEXAS,
COUNTY OF DUVAL.

00673 Code No. _____ Claim No. _____

San Diego, Texas, February 9th, 1973

Claimant Roberto Elizondo

PURPOSE:

Labor	\$225.00

I hereby certify that the foregoing claim, bill or account against Duval County, Texas, as charged in this claim for payment, is for items actually delivered, for labor, services or duties actually performed as stated, to or for the benefit or account of Duval County; and that the prices are reasonable and that this account is just and correct, due and unpaid.

Dated Feb. 9th, 1973 Roberto Elizondo
Claimant

Sworn to and subscribed before me this the 9th day of Feb., 1973.

[Signature]
Notary Public, Duval County, Texas

DUVAL COUNTY, TEXAS

Department	For What	Amount
CODE: 320	Labor	\$ 225.00
Prct. #3		\$
		\$
		\$
		\$
		\$
		\$
		\$

Charge: _____
County Judge: _____

By order Commissioners' Court this _____ day of _____, A.D. 197 _____

Examined and approved for \$ _____
and County Clerk ordered to draw warrant for said amount on County Treasurer against _____
ROAD & BRIDGE FUND

County Auditor: _____

Examined and approved for \$ 225.00
Rejected for \$ _____ this _____ day of _____, 197 _____

Claim No. 8-173
Varrant No. _____
CLAIM OF
ROBERTO ELIZONDO
BENAVIDES, TEXAS.
For \$ 225.00

31

E-44

San Diego, Texas, March 9th, 1973

Claimant Roberto Elizondo

PURPOSE:

Labor	\$225.00

320
RP

I hereby certify that the foregoing claim, bill or account against Duval County, Texas, as charged in this claim for payment, is for items actually delivered, for labor, services or duties actually performed as stated, to or for the benefit or account of Duval County; and that the prices are reasonable and that this account is just and correct, due and unpaid.

Dated March 9th, 1973

Roberto Elizondo
Claimant

Sworn to and subscribed before me this the 9th day of March, 1973

[Signature]
Notary Public, Duval Co. Texas

DUVAL COUNTY, TEXAS

Claim No.	6747	
Warrant No.		
CLAIM OF		
ROBERTO ELIZONDO		
BENAVIDES, TEXAS.		
For \$	225.00	
Examined and approved for \$	225.00	
Rejected for \$		
	this	
day of		
	197	
County Auditor:		
Examined and approved for \$		
and County Clerk ordered to draw warrant		
for said amount on County Treasurer against		
REVENUE BOARD & SPENDING FUND		
By order Commissioners' Court this		
day of	A. D. 197	
County Judge:		
Charge:		
Department	For What	Amount
CODE: 320	Labor	\$ 225.00
Prct. #3		\$
		\$
		\$
		\$
		\$
		\$

CLAIM FOR PAYMENT

STATE OF TEXAS,
COUNTY OF DUVAL.

00675

Code No. _____ Claim No. _____

San Diego, Texas, April 6th, 1973

Claimant Roberto Elizondo

PURPOSE:

Labor ----- \$225.00

320
10/13

I hereby certify that the foregoing claim, bill or account against Duval County, Texas, as charged in this claim for payment, is for items actually delivered, for labor, services or duties actually performed as stated, to or for the benefit or account of Duval County; and that the prices are reasonable and that this account is just and correct, due and unpaid.

Dated April 6th, 1973

Roberto Elizondo
Claimant

Sworn to and subscribed before me this the 6th day of April, 1973

[Signature]
Notary Public, Duval County, Tex

Claim No. 8-1013
Warrant No. _____

CLAIM OF
ROBERTO ELIZONDO
BENAVIDES, TEXAS.
For \$ 225.00

Examined and approved for \$ 225.00
Rejected for \$ _____ this _____ day of _____, 1973

County Auditor: _____

Examined and approved for \$ _____ and County Clerk ordered to draw warrant for said amount on County Treasurer against
ROAD & BRIDGE FUND

By order Commissioners' Court this _____ day of _____, A. D. 1973

County Judge: _____

Charge:	Department	For What	Amount
	CODE: 320	Labor	\$ 225.00
	Prct. #3		\$
			\$
			\$
			\$
			\$
			\$

DUVAL COUNTY, TEXAS

33

E-46

CLAIM FOR PAYMENT

STATE OF TEXAS,
COUNTY OF DUVAL.

00676 Code No. _____ Claim No. _____

San Diego, Texas, May 11th, 1973

Claimant Roberto Elizondo

PURPOSE:

Labor	\$225.00

I hereby certify that the foregoing claim, bill or account against Duval County, Texas, as charged in this claim for payment, is for items actually delivered, for labor, services or duties actually performed as stated, to or for the benefit or account of Duval County; and that the prices are reasonable and that this account is just and correct, due and unpaid.

Dated May 11th, 1973

Roberto Elizondo
Claimant

Sworn to and subscribed before me this the 11th day of May, 1973

[Signature]
Notary Public, Duval County, Tex

DUVAL COUNTY, TEXAS

Department	For What	Amount
CODE: 320	Labor	\$ 225.00
Prct. # 3		\$
		\$
		\$
		\$
		\$
		\$

Charge: _____
By order Commissioners' Court this _____ day of _____, A.D. 197 _____
County Judge.

Examined and approved for \$ _____
and County Clerk ordered to draw warrant
for said amount on County Treasurer against
ROAD & BRIDGE FUND

Examined and approved for \$ 225.00
Rejected for \$ _____ this _____ day of _____, 197 _____
County Auditor.

Claim No. D-1194
Warrant No. _____
CLAIM OF
ROBERTO ELIZONDO
BENAVIDES, TEXAS
For \$ 225.00

34
E-47

CLAIM FOR PAYMENT

STATE OF TEXAS,
COUNTY OF DUVAL }

00677

Code No. _____ Claim No. _____

San Diego, Texas, June 8th, 1973

Claimant Roberto Elizondo

PURPOSE :

Labor-----\$225.00

I hereby certify that the foregoing claim, bill or account against Duval County, Texas, as charged in this claim for payment, is for items actually delivered, for labor, services or duties actually performed as stated, to or for the benefit or account of Duval County; and that the prices are reasonable and that this account is just and correct, due and unpaid.

Dated June 8th, 1973

Roberto Elizondo
Claimant

Sworn to and subscribed before me this the 8th day of June, 1973

[Signature]
Notary Public, Duval County, Texas

Claim No. 21-1357

Warrant No. _____

CLAIM OF
ROBERTO ELIZONDO
BENVIDES, TEXAS

For \$ 225.00

Examined and approved for \$ 225.00

Rejected for \$ _____ this _____, 197 _____

County Auditor.

Examined and approved for \$ _____
and County Clerk ordered to draw warrant
for said amount on County Treasurer against

ROAD & BRIDGE FUND

By order Commissioners' Court this _____
day of _____, A.D. 197 _____

County Judge.

Charge: _____

Department For What Amount
CODE: 320 Labor \$225.00

Prct #	Department	For What	Amount
3	320	Labor	\$225.00
			\$
			\$
			\$
			\$
			\$
			\$
			\$

DUVAL COUNTY, TEXAS

35

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CLAIM FOR PAYMENT

STATE OF TEXAS,
COUNTY OF DUVAL }

00678 Code No. _____ Claim No. _____

San Diego, Texas, July 6th, 1973

Claimant Roberto Elizondo

PURPOSE:

Labor -----\$225.00

320
R.I.B.

I hereby certify that the foregoing claim, bill or account against Duval County, Texas, as charged in this claim for payment, is for items actually delivered, for labor, services or duties actually performed as stated, to or for the benefit or account of Duval County; and that the prices are reasonable and that this account is just and correct, due and unpaid.

Dated July 6th, 1973

Roberto Elizondo
Claimant

Sworn to and subscribed before me this the 6th day of July, 1973.

[Signature]
Notary Public, Duval Co. Texas

DUVAL COUNTY, TEXAS

Prct # <u>3</u>	CODE: <u>320</u>	Department	For What	Amount
			Labor	225.00
				\$
				\$
				\$
				\$
				\$
				\$

Charge: _____ County Judge _____

By order Commissioners' Court this _____ day of _____, A.D. 1973

FUND
ROAD & BRIDGE

Examined and approved for \$ _____ and County Clerk ordered to draw warrant for said amount on County Treasurer against _____

County Auditor: _____

Examined and approved for \$ 225.00

Rejected for \$ _____ this _____ day of _____, 1973

For \$ 225.00

Claim No. 44-1468

Warrant No. _____

CLAIM OF
ROBERTO ELIZONDO
BEHAVIORS, TEXAS

36

E-49

00680



Aug-23-68
met a friend of mine

E-51

00681



To Paula ^{Dec-8-69} @ Star, S.O.S.

Here's this picture, hope you
all like it, wish you all
the best of Christmas &
a happy New Year, and
I hope to come in the
future.

To Paula
12/8/69

12/8/69

00682

MANUEL C. SOLIS
COUNTY TREASURER
DUVAL COUNTY
P. O. BOX 714
SAN DIEGO, TEXAS 78384

For JOHN Odam

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checks

Pages 00683-01046 of the original document contain personal information.

The original is available at the Legislative Reference Library.