

411-179.00

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DEED OF TRUST

2598 1397

EBH&K 1993

THE STATE OF TEXAS )

COUNTY OF EL PASO )

KNOW ALL MEN BY THESE PRESENTS:

That **FERNANDO DOMINGUEZ**, El Paso County, Texas, hereinafter called "Grantor" (whether one or more), in consideration of the uses, purposes and trusts hereinafter set forth, HAS GRANTED, BARGAINED, SOLD AND CONVEYED and by these presents DOES GRANT, BARGAIN, SELL AND CONVEY, unto **JOHN W. WELSH, JR., Trustee, whose address is 6070 Gateway East, Suite 102, El Paso, Texas 79905**, and his successors in trust and assigns, all of the following described real estate lying and being situated in the County of El Paso, State of Texas, to-wit:

A 2.003 acre, more or less, parcel of land out of Tract 11-A, Block 26, SAN ELIZARIO GRANT, El Paso County, Texas, according to the Map thereof on file in the Office of the Central Appraisal District of the County of El Paso, Texas, being more particularly described by Metes and Bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

together with all improvements thereon and all the rights, hereditaments and appurtenances in anywise appertaining or belonging thereto; and together with all fixtures, fittings, appliances, apparatus, equipment, machinery, furnishings, furniture, and articles of personal property of every kind and nature whatsoever (exclusive of inventory, as that term is used in the Texas Uniform Commercial Code) now or hereafter attached to or located or used in and about the building or buildings now erected or hereafter to be erected on such premises which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including but not limited to all equipment, machines, engines, tanks, all awnings, screens, cabinets, shades, blinds, carpets, draperies, furniture, furnishings and all plumbing, heating, air conditioning, lighting, ventilating, refrigeration and incinerating equipment, and all fixtures and appurtenances thereto, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said premises or any buildings thereon in any manner, and all rents, income and profits arising from any part of the above described premises and the use thereof, unto the Trustee, his successors in this trust and his assigns forever. It is hereby agreed that to the extent permitted by law all of the foregoing property and fixtures are to be deemed and held to be a part of and affixed to the realty. Unless the context requires otherwise, all property whether real, personal or mixed covered by this Deed of Trust is hereafter called mortgaged property.

TO HAVE AND TO HOLD unto the Trustee and to his successors and assigns forever, hereby covenanting and agreeing forever to WARRANT AND DEFEND the mortgaged property unto said Trustee and to the substitute trustee and to the assigns of any trustee hereunder against all persons whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is intended as a trust however for the better securing of **RICHARD B. GONZALEZ and NORMA JEAN GONZALEZ**, (hereinafter called "Beneficiary") or its assigns in the payment of one promissory note(s) of even date herewith aggregating the principal sum of SIXTEEN THOUSAND FIVE HUNDRED AND NO/100THS DOLLARS (\$16,500.00), signed by Grantor and payable to the order of said Beneficiary in El Paso, Texas (or such other place as the legal holder thereof may from time to time in writing designate), bearing interest and maturing as in said note stated and providing among other items that all past due principal and interest on said note should bear interest from maturity thereof until paid at the highest legal contract rate per annum and containing a reasonable attorney's fee clause, reference being made to said note for more particular description of the terms thereof. The word "note" anywhere used in this deed of trust shall mean notes, if more than one note.

This conveyance is also intended to secure and shall secure (in addition to said note) the payment of any and all other indebtedness of every kind, nature or description, joint or several, now owing or which may in the future be owing by Grantor and/or Guarantors of the above said note, herein (or any of them, if more than one Grantor) to said Beneficiary, whether evidenced by note, open account or otherwise and regardless of whether or not otherwise secured or the means by which the same accrued or shall accrue. It is accordingly agreed that this deed of trust may be enforced and the powers herein given exercised in the event of default in the payment of the above described note as well as in the event of default in the payment of such other present and/or future indebtedness as well as in the event of default or non-compliance with any terms contained in this Deed of Trust or any other document given as collateral for the above described note. The word "indebtedness" hereinafter used in this deed of trust means the above described note and all other present and all future indebtedness herein secured. For the better securing of said indebtedness with all interest to become due thereon, Grantor hereby covenants and agrees as follows:

(a) Grantor will pay said indebtedness and the interest thereon as the same become due and payable.

(b) Grantor has good and perfect title to said mortgaged property and the right to convey same and said mortgaged property is clear and free of all liens or encumbrances of every nature except as herein set forth. Grantor will make such other and further assurances of the mortgaged property as may, be necessary for conferring

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title to same to said Trustee and to his successors hereunder and assigns.

(c) Grantor will pay before the same become delinquent all taxes, assessments and special assessments (including paving) of every kind that may be assessed or levied against said mortgaged property or any part thereof.

(d) If said indebtedness or lien(s) securing same or this deed of trust shall ever be taxed (excluding income or death taxes) Grantor will pay such taxes in addition to the interest provided for herein and in said note and/or other evidence of said indebtedness, provided the total of such interest and such taxes shall never exceed the highest legal contract rate per annum upon the principal of said indebtedness; and any excess if paid shall be applied on said principal.

(e) Until final payment of said indebtedness Grantor will keep all buildings that may at any time be on the above described land insured against fire, and other perils included within "extended coverage" insurance, and against such other hazards, casualties and contingencies and in such amounts and for such periods as may be required by Beneficiary, with loss or damage clause in said policies payable to the Beneficiary as its interest may appear and will deposit said policies with Beneficiary. All insurance proceeds shall be applied on said indebtedness (whether or not due) in such order as Beneficiary may determine; or Beneficiary, at its election, may release all or part of such proceeds for use in repairing or restoring the mortgaged property.

(f) Until final payment of said indebtedness Grantor will pay to the Beneficiary each month, to be carried in a trust account, 1/12th of the taxes and insurance premiums on the mortgaged property for the year in which said payment is to be made, and before said taxes become delinquent the Beneficiary may out of and with the fund so accumulated pay the taxes on the mortgaged property and the insurance premiums.

(g) Within ten days before or at any time after same become delinquent, Beneficiary may (but is not obligated) pay the aforementioned taxes, assessments and/or insurance premiums or any part and charge said payment(s) with interest thereon at the highest legal contract rate per annum from the date of payment against said mortgaged property and Grantor, who shall promptly repay same with interest thereon. Any amount so paid shall become a part of the indebtedness secured by this deed of trust and the repayment thereof shall be secured by the lien of this deed of trust and be subject to all of its terms.

(h) Grantor will keep the improvements and mortgaged property in good condition and repair at his expense and will not damage or demolish any part or do any act by which the value of said mortgaged property will be impaired.

(i) Any additional security hereafter given for the payment of said indebtedness shall not release or in anywise affect the Security herein given but shall be deemed cumulative thereto.

(j) As further security for said indebtedness the rentals accrued and to accrue from the above described mortgaged property are hereby assigned to Beneficiary and in case of default in the payment of any part of said indebtedness, principal or interest, Beneficiary may collect said rents and credit the same, less cost of collection, on said indebtedness and in such order as Beneficiary may determine. This agreement may be enforced by the appointment of receiver by the court, without notice to Grantor or necessity of proof that the value of the security is less than the indebtedness.

(k) During the life of this deed of trust should any improvements or alterations be made or erected upon the said mortgaged property, this deed of trust shall attach to such improvements and alterations as additional security and shall constitute a first lien not only against the real estate and present improvements but also against such future alterations or improvements prior to any other lien(s) that may be given or created and such other lien(s) shall be and remain a second lien inferior to the lien of this deed of trust.

(l) If this deed of trust lien should ever be held to be invalid as to any portion of said indebtedness, the first payments made on said indebtedness shall be applied on the portion as to which the lien is held invalid.

(m) Any monies paid in condemnation proceedings or under threat thereof or in any governmental taking of all or any part of the mortgaged property shall be paid to the Beneficiary for application on the indebtedness in such order as Beneficiary may determine, or Beneficiary, at its election, may release all or part of such monies for use in repairing or restoring the mortgaged property.

(n) If prior to receipt by Beneficiary of proceeds of insurance policies under (e) above or such award or payment under (m) above, the mortgaged property or any part shall have been sold at Trustee's sale or foreclosure of this Deed of trust, Beneficiary shall have the right to receive said insurance proceeds or award or payment as the case may be to the extent of any deficiency remaining after Trustee's or foreclosure sale with interest thereon and reasonable attorney's fees, costs and disbursements incurred by Beneficiary in connection with the collection of such monies.

(o) No waiver by Beneficiary express or implied of any breach of any one or more of the covenants or agreements herein contained shall be deemed or taken to be a waiver of the continuation of such breach or any succeeding or other breach. No express waiver shall affect any default other than the default specified in the

Deed of Trust  
Fernando Dominguez

express waiver and then only for the time and to the extent therein stated.

(p) The rights of Beneficiary under the clauses, covenants and agreements contained in this deed of trust shall be separate, distinct and cumulative and none of them shall be an exclusion of the other. No act of Beneficiary shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

(q) If Grantor or any subsequent owner of the above described land or any part thereof owns or any time during the life of this deed of trust shall own any interest in the adjacent streets, roads, alleys or ways or improvements thereon, then such interest shall be included within the terms of this deed of trust and shall constitute a part of the mortgaged property subject to the lien hereof.

(r) In the event of any breach by Grantor or failure to observe any of the agreements or covenants herein contained, or upon the making of any levy, seizure, execution, attachment, or any other process against the Maker of the above described note, any guarantor(s) of the above described note and/or any of the collateral given as security for the above described note including but not limited to the above described mortgaged property, or upon the filing of any garnishment proceeding wherein the beneficiary herein is named as garnishee, then and at any time thereafter during the continuation of such breach or non-observance, said indebtedness and all interest accrued thereon shall at the option of Beneficiary or other legal holder of said indebtedness or any part thereof immediately become due and payable without notice or demand (notice and demand being expressly waived) and the holder of said indebtedness or any part thereof may proceed to collect same by sale under this deed of trust, suit for personal judgment, court foreclosure, receivership and/or otherwise as such holder may elect.

(s) Regardless of any other provision in this deed of trust, or in the note, or any other evidences of indebtedness, Grantor shall never be required to pay any unearned interest on the indebtedness and shall never be required to pay interest thereon at any rate in excess of the highest legal contract rate per annum. Any excess if paid shall be credited on principal. This paragraph, however, has no application to any bonus or premium which may be agreed upon for any voluntary prepayment by Grantor of any part of the indebtedness.

(t) Neither Grantor nor any other party now or hereafter obligated for the payment of said indebtedness or any part shall be released of such obligation by reason of (1) failure of Beneficiary to comply with any request of Grantor or any other party so obligated to take action to foreclose this mortgage, or (2) the release regardless of consideration of the whole or any part of security held for said indebtedness, or (3) any agreement between any subsequent owner(s) of the mortgaged property or any part and Beneficiary extending the time of payment or modifying the terms of the indebtedness or this deed of trust or other security without having first obtained the consent of Grantor or such other party; and in the latter event Grantor and all such other parties shall continue liable to make such payments according to the terms of any such agreement of extension or modification unless expressly released in writing by Beneficiary. Beneficiary may release regardless of consideration any part of the security held for the indebtedness without, as to the remainder of security, in anywise impairing or affecting the lien and rights under this deed of trust or other security or the priority of such lien(s) over any subordinate lien. Beneficiary may resort for the payment of indebtedness to any security therefor in such order and manner as Beneficiary may elect.

(u) Beneficiary shall have the right from time to time to sue for any sums whether principal, interest, installments or either or both, taxes or any other sums required to be paid under the terms of this deed of trust as the same become due without regard to whether or not the principal sum or any other sums shall be due and without prejudice to the rights of Beneficiary thereafter to bring an action for foreclosure or any other action for default or defaults by Grantor existing at the time such earlier action was commenced.

(v) If Trustee or any substitute Trustee be an officer, stockholder, agent or employee of Beneficiary, such fact shall not disqualify said Trustee or substitute Trustee from acting as such and enforcing the terms of this deed of trust or the Beneficiary, its officers, agents and employees from becoming purchaser at any Trustee's sale or other sale on foreclosure of this deed of trust.

Now therefore, if said indebtedness be fully paid, principal and interest, as the same become due and payable and if said covenants and agreements be kept and performed, then this conveyance shall terminate and this deed of trust and any other security shall be released at the expense of Grantor; otherwise to continue in full force and effect.

In case of default or failure, however, on the part of Grantor to pay said indebtedness, principal or interest, as the same become due and payable or to keep or perform any of the covenants or agreements herein contained, Grantor hereby authorizes and empowers said Trustee and his successors hereunder (and is hereby made his or its duty at the request of said Beneficiary or other legal holder of any part of said indebtedness) to sell said mortgaged property at public auction to the highest bidder for cash in the area designated by the Commissioners Court of El Paso County, Texas for the conduct of Trustee's Sale at the County Court House, El Paso County, State of Texas, between the hours of 10:00 o'clock a.m. and 4:00 p.m. of the first Tuesday in any month after advertising the time, place and times of sale in the manner and for the time required by law in force at that time regulating trustee's sale of realty under powers conferred by deeds of trust. Trustee may sell said mortgaged property as a whole or in lots or parcels as to him may seem expedient. Beneficiary may become the purchaser at such sale, being the highest bidder. After such sale Trustee shall execute and deliver to the purchaser or purchasers thereof good and sufficient deed or deeds to the mortgaged property thus sold. The recitals in any such deed shall be prima facie

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evidence of the truth of the matters therein stated (even though such recitals are general and in form of legal conclusions) and shall be accepted by all courts of law and equity as such and all prerequisites to said sale shall be presumed to have been performed and any such sale shall forever be a bar against Grantor, his heirs, personal representatives and assigns and all persons claiming under him. Trustee shall receive the proceeds of sale and apply the same as follows: first to expenses of foreclosures, advertising, sale and conveyance and a reasonable Trustee's fee of 5% of the sale price and second to the payment of said indebtedness with all interest thereon, attorney's fees, taxes, as well as other payments that may have been made by Beneficiary as hereinbefore provided with interest and shall hold the remainder of the money, if any, subject to the order of Grantor. Should the proceeds of such sale, after having been applied as aforesaid be insufficient to pay Beneficiary the full amount of said indebtedness and any other amounts then owing to Beneficiary, Grantor shall remain liable for any deficiency.

In the event of death of the Trustee or any Substitute Trustee appointed hereunder or refusal, failure or inability of any Trustee or Substitute Trustee for any reason to act hereunder or in the event the holder of said indebtedness shall deem it desirable to remove without cause the Trustee or any Substitute Trustee and appoint another to execute this trust, then and in any of said events the holder of said indebtedness shall have the right and is hereby authorized and empowered to appoint by instrument in writing a Substitute Trustee in lieu of the Trustee named herein or in lieu of any previously appointed Substitute Trustee, who shall thereupon (with or without filing his appointment of record) become vested with and succeed to all the title, power and duties hereby conferred upon the Trustee named herein the same as of said Substitute Trustee had been named original Trustee in this deed of trust.

After any sale under this deed of trust Grantor and any one claiming under him and in possession, shall be a tenant at sufferance of the purchaser of said mortgaged property at Trustee's sale and purchaser shall be entitled to immediate possession thereof and if Grantor or party in possession fails to vacate the premises immediately, purchaser shall have all the rights and remedies under the law against Grantor or such party in possession as a tenant at sufferance. Each such right and remedy is cumulative of the other.

In construing this deed of trust: Pronouns of any gender shall include the other genders, the singular or plural shall include the other, if Grantor consists of more than one party such Grantors shall be jointly and severally liable under any and all obligations, covenants and agreements of Grantor contained herein and if more than one party is or shall become the legal holder of said indebtedness the rights and remedies herein granted unto the Beneficiary shall accrue and inure to benefit of said legal holders jointly and severally.

This deed of trust and each and all the terms hereof inure to the benefit of the Beneficiary, its heirs, personal representatives, successors and assigns and are binding upon Grantor, his heirs, personal representatives, successors and assigns.

All agreements between Grantor and Beneficiary are hereby expressly limited so that in no contingency or event whatsoever shall the amount paid or agreed to be paid, to Beneficiary, for the use, forbearance or detention of the money due under the note secured hereby exceed the maximum amount permissible under applicable law. If, from any circumstances whatsoever, fulfillment of any provision hereof at the time performance of such provision shall be due shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any circumstances Beneficiary should ever receive as interest an amount that would exceed the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing under the note secured hereby and not to the payment of interest.

This conveyance is also made for the security and enforcement of the payment of all liabilities of any kind of the Grantors to Beneficiary, its successor and assigns, however arising and existing at any time prior to the time that the lien of this instrument is duly released of record, but it is agreed that the lien securing the note hereinabove as specifically described and renewal of any part of the indebtedness evidenced by said note shall have priority over the liens securing other indebtedness and that a release of the lien of this Deed of Trust by the holder of such prior lien indebtedness shall constitute a release of all liens created by this instrument, unless otherwise and expressly stated in the release.

The covenant to insure, as hereinabove provided, shall include the hazards of fire with extended coverage provisions.

Should any mechanic's, materialman's or laborer's lien be filed against the above described real estate, or should the maker of said note become bankrupt or make a voluntary assignment for the benefit of creditor, or in the event a receiver of the maker should be appointed, or should the construction of the building or other improvements on the above described real estate for which the proceeds of the above described note shall be used, cease or be abandoned for a period of five days, then, at the election of the holder of the foregoing described note, the maturity of said note may be accelerated and the principal thereof and accumulated interest shall be due and payable at once.

Grantor does hereby represent and warrant that no work or other labor has commenced on the above described mortgaged property for the erection of the proposed improvements, and no materials have been delivered or stored upon such site.

Certain of the hereinabove described goods are or are to become fixtures on the real property described above. With respect to Grantor's interest in fixtures hereinabove described, this Deed of Trust shall constitute a security agreement and financing statement between Grantor and Beneficiary, to secure the payment of the indebtedness hereinabove described, as well as future advances, and shall be effective as a financing statement filed as a fixture filing under the Texas Uniform Commercial Code from the date of its filing in the real estate records of the county in which the mortgaged property is located. This security agreement and financing statement covers the hereinabove described fixtures and cumulative of all other rights of the Beneficiary hereunder, the Beneficiary shall have all of the rights conferred on secured parties by the Texas Uniform Commercial Code with respect to such fixtures. On demand, Grantor will promptly execute and pay all costs and expenses of obtaining title searches and of filing financing statements, continuation statements, partial releases and termination statements deemed necessary or appropriate by the Beneficiary to verify, establish and maintain the validity and priority of the security interest of the Beneficiary or any modification thereof, and all costs and expenses of any follow-up title searches reasonably required by the Beneficiary. The Beneficiary may exercise any or all of the remedies of a secured party available to it under the Texas Uniform Commercial Code with respect to such fixtures, and it is expressly agreed that if upon default the Beneficiary should proceed to dispose of the collateral in accordance with the provisions of the Texas Uniform Commercial Code, ten (10) days' notice by the Beneficiary to Grantor shall be deemed to be reasonable notice under any provision to the Texas Uniform Commercial Code requiring such notice; provided however, that the Beneficiary may at its option dispose of the collateral in accordance with the Beneficiary's rights and remedies in respect of the real property pursuant to the provisions of this Deed of Trust, in lieu of proceeding under the Texas Uniform Commercial Code. Information concerning the security interest created by this Deed of Trust may be obtained from beneficiary, as Secured Party, at \_\_\_\_\_ The address of the Grantor, as Debtor, is 3701 N. Zaragoza Road, El Paso, Texas 79907.

In the event that any portion of this lien on the mortgaged property is found not to be valid due to the homestead laws of the State of Texas, all payments paid on the above described note shall be first applied to that portion of the above described note, if any, which is declared to be invalid against the homestead.

Grantors further agree that any action taken by them to further encumber the herein described mortgaged property without the prior written consent of the Beneficiary shall constitute an event of default.

In the event that the mortgaged property should be conveyed by contract of sale or otherwise, or should the legal or equitable title to such mortgaged property become vested in any one other than the Grantor herein without the prior written consent of the holder of the note secured hereby, then in such event the holder secured hereby, or their/its assigns, shall have the right to accelerate the maturity of such note, so that the same shall become due and payable immediately upon demand.

Grantors agree that, should there ever exist liens, or should there be current existing liens, upon the mortgaged property herein conveyed which are secondary or subordinate and/or superior to the lien hereby created, and should a default occur under the terms of any such lien and/or foreclosure proceedings be instituted thereunder, such actions shall constitute an event of default hereunder, and the holder of the above described note, may, at its option, declare the entire indebtedness and the interest thereon immediately due and payable, without notice or demand.

It is also agreed that this Deed of Trust applies to any and all renewals of the above described indebtedness.

The hereinabove described note is the same and identical note set out and described in Warranty Deed of even date herewith from RICHARD B. GONZALEZ and NORMA JEAN GONZALEZ, to the Grantor herein, wherein the Vendor's lien is retained on the above described mortgaged property, and it is understood and agreed that this Deed of Trust is given as additional and cumulative security to said Vendor's lien and in aid and support thereof.

WITNESS the signature of Grantor this 15 day of JULY, 1993.

Fernando Dominguez  
FERNANDO DOMINGUEZ

STATE OF TEXAS )  
COUNTY OF EL PASO )

This instrument was acknowledged before me on the 15 day of July, 1993, by FERNANDO DOMINGUEZ.

Shirley W. Frederickson  
Notary Public in and for  
The State of Texas

Deed of Trust  
Fernando Dominguez



2598 1402

~~2592-8374~~

DEED OF TRUST

FERNANDO DOMINGUEZ

to

JOHN W. WELSH, JR., Trustee.

for the benefit of:

RICHARD B. GONZALEZ and NORMA JEAN GONZALEZ

Filed for Record

This \_\_\_\_ day of \_\_\_\_\_, A.D. 1993  
at \_\_\_\_ o'clock \_\_\_\_ m.

\_\_\_\_ County Clerk

El Paso, County, Texas

By \_\_\_\_\_, Deputy

Recording Fee \$ \_\_\_\_\_

RIDER TO DEED OF TRUST

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From the proceeds of the Note secured hereby (the "Wraparound Note"), the Beneficiary or other holders thereof agree to timely discharge the monthly payments of principal and interest due and owing on one certain Promissory Note (the "Underlying Note") payable to the order of BANK OF YSI,ETA, dated September 16, 1991, in the original principal sum of \$210,000.00, signed by RICHARD B. GONZALEZ and NORMA JEAN GONZALEZ, and secured by Deed of Trust of record in Volume 2348, Page 403, Official Public Records of Real Property, El Paso County, Texas, and described in Warranty Deed of even date herewith from the Beneficiary herein to the Grantor herein, reference to such Deed of Trust and Warranty Deed of even date herewith being herein made for the full description of such Note.

It is understood and agreed that Grantor and Beneficiary have contemporaneously with the execution hereof, agreed that:

(a) Upon receipt of the payments due on the Wraparound Note, Beneficiary shall pay each and every installment of principal and interest as the same become due and payable on the Underlying Note and shall submit evidence of payment, upon request, to Grantor. A copy of the check(s) sent to the holder of the Underlying Note shall be sufficient evidence of payment. In the event Beneficiary shall fail to pay the Underlying Note when due (Grantor not being in default in the payment of the Note secured hereby) Grantor shall have the right to pay the sums necessary to cure any such default and deduct the amount of such payment(s) from the next maturing installment(s) due or to become due on the Note secured hereby and receive credit on such Note to the extent of such payment(s).

(b) Beneficiary hereby agrees that upon receipt by Beneficiary of any notice of default given by the holder of the Underlying Note, Beneficiary shall immediately send to Grantor a copy of the same.

(c) It is specifically agreed and understood that Beneficiary shall have the right at any time to prepay the Underlying Note, but Beneficiary shall not have the right to alter, renew, rearrange, restructure or refinance the underlying indebtedness or modify the Underlying Note of the Deed of Trust securing same without prior written approval of Grantor, and Beneficiary shall not permit the holder of the Underlying Note to alter, renew, rearrange, restructure, or refinance the Underlying Note or modify the Underlying Note or the Deed of Trust securing same without the prior written approval of Grantor; and in no event shall Beneficiary take any action or authorize any action to be taken, which would have the effect of increasing the total amount of the Underlying Note.

(d) Beneficiary agrees that they shall neither request nor accept any extension, postponement, indulgence or forgiveness of the Underlying Note without the prior written approval of Grantor and unless Beneficiary, at the option of the Grantor, shall grant Grantor a corresponding extension, postponement, indulgence or forgiveness under the Wraparound Note.

(e) Notwithstanding the other provisions of this Deed of Trust to the contrary, the proceeds of any insurance policies required to be kept in force hereunder shall be payable to the holder of the Wraparound Note "as its interest may appear".

Should the holder of the Underlying Note exercise its rights to retain the proceeds of any casualty insurance policies or the proceeds of any award arising under any eminent domain proceedings pertaining to any part of the property described in this Deed of Trust, Beneficiary shall receive credit on the Promissory Note secured hereby to the extent of such retention by the holder of the Underlying Note.

(f) In addition to the payments of principal and interest due on the Note secured hereby, Grantor agrees to deposit with the holder of the Note secured hereby, each month on the same day the payments are due, a sum equal to one-twelfth of the annual taxes and insurance premiums on said property to be accumulated in a trust fund for the sole purpose of paying such taxes and insurance premiums.

By Fernando Dominguez  
FERNANDO DOMINGUEZ / GRANTOR

By Richard B. Gonzalez  
RICHARD B. GONZALEZ / BENEFICIARY

By Norma Jean Gonzalez  
NORMA JEAN GONZALEZ / BENEFICIARY

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2598 1404

2592-0576

El Paso County, Texas



JUL 23 1993

*[Signature]*

NOT PROHIBITED HEREIN WHICH RESTRICTS THE SALE, GIFT, OR USE OF THE DESCRIBED REAL PROPERTY, INCLUDING THE INTERESTS THEREIN, AND UNDER OTHER EVIDENT RECORDS IN THE PUBLIC RECORDS OF THIS COUNTY, TEXAS.

COUNTY OF EL PASO

EL PASO COUNTY, TEXAS  
COUNTY CLERK  
*[Signature]*

93 JUL 23 11 04

FILED FOR RECORDS  
IN JAN OFFICE

086692

AFTER RECORDING RETURN TO:  
MIKE WILLIAMS  
FIRST NATIONAL BANK OF FABENS - YSLETA BRANCH  
P O BOX 17578  
EL PASO TX 79917

2598 1405

METES AND BOUNDS

24 Jun 93

Description of a parcel of land that is part of Tract 11, Block 26, San Elizario Grant, El Paso County Texas and more particularly described by Metes & Bounds as follows:

Commencing at a point that marks the most westerly corner of Brinkman Addition, said point also being on the Southerly right of way line of la Quemada Lateral; Thence N 64 32'00" W a distance of 23.46' to a point; Thence N 40 02'00" W a distance of 30.22' to the true point of beginning of this description;

Thence N 40 02'00" W, along the boundary line between Tracts 11 & 7, Block 26, San Elizario Grant, El Paso County, Texas, a distance of 547.28' to a point that lies on the Easterly right of way line of Thompson Rd.;

Thence S 28 10'00" W, along said Thompson Rd. right of way line, a distance of 153.00' to a point;

Thence S 34 38'27" E a distance of 530.95' to a point that lies on the Northerly right of way line of la Quemada Lateral;

Thence N 28 57'03" E, along said la Quemada Lateral right of way line, a distance of 84.50' to a point;

Thence N 45 59'54" E, along said la Quemada Lateral Northerly right of way line, a distance of 113.35' to the point of beginning of this description. This parcel of land contains 81,252.5 square feet or 2.003 acres of land more or less.

*Enrique A. Rey*  
Enrique A. Rey  
R.P.L.S.  
Tex Lic. No. 3505  
11348 Bob Mitchell Dr.  
El Paso, Tx. 79936  
Tel (915)-591-4925

EXHIBIT "A"

BEST  
Available  
COPY

2598 1406

084025

FILED FOR

RECORDING

AUG 9 1993

EL PASO COUNTY, TEXAS

EL PASO COUNTY, TEXAS

*A. Patricia Bergeson*

ALL PERSONS HEREIN WHOSE NAMES ARE SET FORTH IN THE SALE ORDER OF THE FORECLOSURE OF THE PROPERTY DESCRIBED IN THE PUBLIC RECORDS OF THE PUBLIC RECORDS OF THE COUNTY OF EL PASO, TEXAS, ARE HEREBY ADVISED THAT THE FORECLOSURE SALE IS TO TAKE PLACE AT THE PUBLIC RECORDS OFFICE OF EL PASO COUNTY, TEXAS, ON THE 15TH DAY OF AUGUST, 1993, AT 10:00 A.M.

I hereby certify that this instrument was filed on the date and time stated herein by me and was duly recorded in the volume and page of the Official Public Record of El Paso County, El Paso County, Texas.



AUG 9 1993

El Paso County, Texas

*[Signature]*

AFTER RECORDING RETURN TO:  
MIKE WILLIAMS  
FIRST NATIONAL BANK OF FABENS - YSLETA BRANCH  
P O BOX 17578  
EL PASO TX 79917