



Mission Title

# ABSTRACTOR'S SEARCH REPORT





Mission Title, L.P.

Property Research Department  
114 W. Glenview, San Antonio, Texas 78228  
Debbie Rinehart 210-265-8215 Fax: 210-265-8298  
www.missiontitle.com

## Abstractor's Search Report

To:	Mission Creek HOA	Customer Provided Information:	
Attn:		County:	Bexar
	300 Sonterra Blvd., Suite 350	Owner:	Jennifer R. Montes and Carlos N. Montes
	San Antonio, TX 78258	Address:	13606 Barrow Oak
		City/State/Zip:	San Antonio, TX 78247

Mission File Number:	0503422-TP	Effective Date:	September 21, 2005
Customer's File Number:		Beginning Search Date:	March 29, 2000
		Completed By:	Debbie Rinehart

Apparent Owner: (As shown on the last conveyance of record)

JENNIFER R. HUERTA

Legal Description:

Lot 89, Block 4, New City Block 18934, OAK RIDGE VILLAGE, UNIT 3, in the City of San Antonio, Bexar County, Texas, according to the map or plat thereof recorded in Volume 9543, Page(s) 40, of the Deed and Plat Records of Bexar County, Texas.

Findings:

INSTRUMENT TYPE: Release of Lien  
DATED: April 15, 2000  
FILED: April 25, 2000  
VOLUME: 8392  
PAGE: 1577  
CLERK'S FILE NO.: 20000066848

INSTRUMENT TYPE: Warranty Deed with Vendor's Lien  
GRANTOR: Medallion, Ltd.  
GRANTEE: Jennifer R. Huerta  
DATED: March 29, 2000  
FILED: April 5, 2000  
VOLUME: 8371  
PAGE: 1740  
CLERK'S FILE NO.: 20000056090

INSTRUMENT TYPE: Deed of Trust  
GRANTOR: Jennifer R. Huerta  
GRANTEE: M. H. Mortgage Company, LLC  
TRUSTEE: Gregory L. Gregg

MATURES: April 1, 2030  
AMOUNT: \$112,556.00  
DATED: March 29, 2000  
FILED: April 5, 2000  
VOLUME: 8371  
PAGE: 1743  
CLERK'S FILE NO.: 20000056091

INSTRUMENT TYPE: Release of Lien  
DATED: October 15, 2003  
FILED: October 28, 2003  
VOLUME: 10387  
PAGE: 1304  
CLERK'S FILE NO.: 20030279852

INSTRUMENT TYPE: Deed of Trust  
GRANTOR: Jennifer R. Montes and Carlos N. Montes  
GRANTEE: Ameriquest Mortgage Company  
TRUSTEE: Lorena Carrasco  
MATURES: October 1, 2033  
AMOUNT: \$113,500.00  
DATED: September 11, 2003  
FILED: September 25, 2003  
VOLUME: 10323  
PAGE: 1270  
CLERK'S FILE NO.: 20030247662

TYPE OF CIVIL SUIT: Tax Suit  
PLANTIFF: State of Texas, et al  
DEFENDANT: Carlos N. Montes  
DATE FILED: 1/8/2004  
CAUSE NO: 2004TA12345

#### Report Notes

#### **REPORT DESCRIPTION AND LIMITATIONS:**

*Much like the original "Abstracts" done on property many years ago, this form is designed to report all findings for a specific period of time in the Real Property Records of the County Clerk for both the property and the apparent owner. Additionally, the District Clerk records are searched as well to determine if any probate, divorce, bankruptcy or other civil findings have been filed against the apparent owner. Such documents will be referenced in this report, but are not reviewed or examined.*

*DISCLAIMER: We have made an investigation as reflected herein from property records deemed complete and reliable, in the county where the herein described property is located and are reporting the information. This report is based in part on information supplied to Mission Title, L.P. by the party(s) ordering the report, as well as, third party(s). Any liability for any loss or damage occasioned by any errors or omissions made in the search and/or any indexing errors or omissions and reporting reflected herein shall be limited to the amount paid for this report to Mission Title L.P., by the party(s) to whom this report is addressed and any compensation would be paid to the addressee of this report and no other party(s). Mission Title, L.P., any assumes no liability, where any loss or damage is the result of errors in the information provided to Mission Title, L.P., by the party(s) ordering the report. No title opinion or title report is given herein, nor is any title insurance given or offered. No assurance is given that title is "good" in any Grantee named herein. The ad valorem tax information that has been reported is based solely from data obtained from both public or private sources and is not guaranteed or warranted in any way.*

*CONFIDENTIALITY: This report is legally privileged and is intended for the use of the addressee herein. You are hereby notified that any disclosure copying, distributing or taking of action in reliance on the information with third parties is prohibited. Copyright 2003 Mission Title, L.P. All rights reserved.*

MARATHON TITLE COMPA

RELEASE OF LIEN

GF# 99966A/900



2000-0065848

THE STATE OF TEXAS §

COUNTY OF BEXAR §

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, of the County of Bexar, and State of Texas, the legal and equitable owner and holder of that one certain promissory note in the original principal sum of EIGHTY-ONE THOUSAND FIVE HUNDRED SEVENTY-TWO AND NO/100 DOLLARS (\$81,572.00) dated December 16, 1999, executed by MEDALLION, LTD., payable to the order of THE FROST NATIONAL BANK, more fully described in a Construction Deed of Trust duly recorded in Volume 8250, Page 1785 of the Official Public Records of Real Property of Bexar County, Texas, against the following described property:

Lot 89, Block 4, New City Block 18934, OAK RIDGE VILLAGE, UNIT 3, City of San Antonio, Bexar County, Texas, according to plat recorded in Volume 9543, Page 40, Deed and Plat Records, Bexar County, Texas;

for and in consideration of the full and final payment of all indebtedness secured by the aforesaid lien or liens, the receipt of which is hereby acknowledged, has released and discharged, and by these presents hereby releases and discharges, the above described property from the lien held by the undersigned securing said indebtedness.

EXECUTED this 15th day of April, 2000.

THE FROST NATIONAL BANK

By: Kay McLeod  
Kay McLeod, Administrative Officer

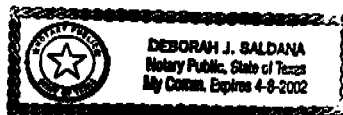
STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on the 15th day of April, 2000, by Kay McLeod, Administrative Officer of THE FROST NATIONAL BANK, a national banking association, on its behalf.

Deborah J. Saldana  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
Medallion, Ltd.  
6929 Camp Bullis Rd.  
San Antonio, Texas 78256



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Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law STATE OF TEXAS, COUNTY OF BEXAR  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

APR 26 2000



*Gerry Rickhoff*  
COUNTY CLERK BEXAR COUNTY, TEXAS

**RECORDER'S MEMORANDUM**  
AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC

Filed for Record in:  
BEXAR COUNTY, TX  
GERRY RICKHOFF, COUNTY CLERK

On Apr 25 2000  
At 3:44pm

Receipt #: 327003  
Recording: 3.00  
Doc/Inst: 6.00  
Doc/Num: 2000-0065848  
Deputy -RUBIANA REYNA

101 8392 061578

\$11.00 GF# 999666A/02

**WARRANTY DEED WITH VENDOR'S LIEN**

Date: March 29, 2000

Grantor: Medallion, Ltd., a Texas limited partnership

Grantor's Mailing Address:

6929 Camp Bullis Rd., San Antonio, Bexar County, Texas, 78256

Grantee: Jennifer R. Huerta, an unmarried woman

Grantee's Mailing Address:

13606 Barrow Oak, San Antonio, Bexar County, Texas, 78247

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of M.H. MORTGAGE COMPANY, L.L.C. in the principal amount of ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED FIFTY-SIX AND 00/100 DOLLARS (\$112,556.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of M.H. MORTGAGE COMPANY, L.L.C. and by a first-lien deed of trust of even date from Grantee to GREGORY L. GREGG, Trustee.

Property (including any improvements):

Lot 89, Block 4, New City Block 18934, OAK RIDGE VILLAGE, UNIT 3, City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 9543, Page 40, Deed and Plat Records, Bexar County, Texas.

Reservations and Exceptions from Warranty:

1. Covenants, conditions, provisions, easements and building setback lines as shown on plat recorded in Volume 9543, Page 40, Deed and Plat Records of Bexar County, Texas;
2. Covenants, conditions and reservations provided in Declaration of Restrictive Covenants for Oak Ridge Village Subdivision Unit 3, recorded in Volume 7979, Page 1521, Bexar County Real Property Records;
3. Easements, setback lines, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for 2000, the payment of which Grantee assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

2000-0856090

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Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

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

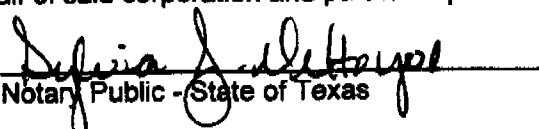
Medallion, Ltd., a Texas limited partnership

By: Medallion Built Homes, Inc., a Texas corporation, its General Partner

By:   
Paul W. Kummer, Vice President

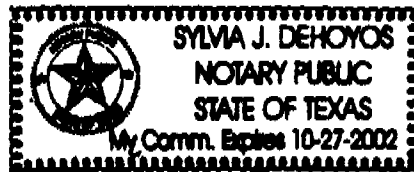
STATE OF TEXAS       )  
                                  )  
COUNTY OF BEXAR    )

This instrument was acknowledged before me on this 29<sup>th</sup> day of March, 2000, by Paul W. Kummer, Vice President of Medallion Built Homes, Inc., a Texas corporation, General Partner of Medallion, Ltd., a Texas limited partnership, on behalf of said corporation and partnership.

  
Notary Public - State of Texas

After recording, please return to:

Ms. Jennifer R. Huerta  
13606 Barrow Oak  
San Antonio, TX 78247



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**RECORDER'S MEMORANDUM**  
AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal Law STATE OF TEXAS, COUNTY OF BEXAR  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

APR 06 2000



*Berry Rickhoff*  
COUNTY CLERK BEXAR COUNTY, TEXAS

Filed for Record in:  
BEXAR COUNTY, TX  
BERRY RICKHOFF, COUNTY CLERK

On Apr 05 2000  
At 4:53pm

Receipt #: 321451  
Recording: 5.00  
Doc/Mgmt: 6.00  
Doc/Num : 2000- 0056090  
Deputy --Betty Sepulveda

RECORD AND RETURN TO:  
HOMEBUILDERS FINANCIAL NETWORK, INC.  
7900 MIAMI LAKES DRIVE  
MIAMI LAKES, FL 33016

MARATHON TITLE COMPANY

# 21.00 GF# 999160A/PL

2000-06550931

[Space Above This Line For Recording Data]

State of Texas

**DEED OF TRUST**

FHA Case No.  
**495-5557521-703**  
LOAN ID # 0000005807

THIS DEED OF TRUST ("Security Instrument") is made on **MARCH 29TH, 2000**. The Grantor is **JENNIFER R. HUERTA, AN UNMARRIED WOMAN**

("Borrower"). The trustee is **GREGORY L. GREGG**

("Trustee"). The beneficiary is **M.H. MORTGAGE COMPANY, LLC**

, which is organized and existing under the laws of  
, and whose address is **6929 CAMP BULLIS**

**THE STATE OF TAXES**

**ROAD, SAN ANTONIO, TX 78256**

("Lender"). Borrower

owes Lender the principal sum of **ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED FIFTY SIX AND NO/100-** - - - - Dollars (U.S. \$ **112,556.00** ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **APRIL 1ST, 2030**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in **BEKAR** County, Texas:

**LOT 89, BLOCK 4, NEW CITY BLOCK 18934, OAK RIDGE VILLAGE, UNIT 3, CITY OF SAN ANTONIO, BEKAR COUNTY, TEXAS, ACCORDING TO PLAT RECORDED IN VOLUME 9543, PAGE 40, DEED AND PLAT RECORDS, BEKAR COUNTY, TEXAS.**

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which has the address of **13606 BARROW OAK,** **SAN ANTONIO**  
[Street] [City]  
Texas **78247** ("Property Address");  
[ZIP Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:  
 UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. **Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall

Initials: JPH

Doc Prep Plus, Inc.