

CAUSE NO. _____

MOMENTUM TITLE, LLC	§	IN THE DISTRICT COURT
	§	
VS.	§	_____ JUDICIAL DISTRICT
	§	
TONY CASTON AND MISCHA A. MONTGOMERY	§	OF HARRIS COUNTY, TEXAS
	§	

PLAINTIFF'S ORIGINAL PETITION

Plaintiff, Momentum Title, LLC, files this Original Petition against Defendants, Tony Caston and Mischa A. Montgomery seeking declaratory and other relief.

Jurisdiction

1. The damages sought in this suit are within the jurisdictional limits of the Court. As required by Rule 47, Texas Rules of Civil Procedure, Plaintiff states that Plaintiff seeks monetary relief of \$250,000 or less and non-monetary relief.

Venue

2. Venue is proper in this county in that the events giving rise to this cause of action occurred within Harris County.

Parties

3. Plaintiff, Momentum Title, LLC ("Momentum"), is a Texas limited liability company. Plaintiff may be served through its attorney of record.

4. Defendant, Tony Caston, is an individual who may be served with process at Defendant's residence by personal delivery at 4201 Orange Street, Houston, Texas 77002. This Court has jurisdiction over Tony Caston because said Defendant is a resident of Texas.

5. Defendant, Mischa A. Montgomery, is an individual who may be served with process at Defendant's place of business by personal delivery at 2828 Hayes Road, #416, Houston, Texas 77082. This Court has jurisdiction over Mischa A. Montgomery because said Defendant is a resident of Texas.

Discovery Control Plan

6. Under Texas Rule of Civil Procedure 190.3, Plaintiff plans to conduct discovery under Level 2 and affirmatively pleads this suit is not governed by the expedited actions process Rule 169 of the Texas Rules of Civil Procedure because Plaintiff seeks injunctive relief.

Facts

7. Momentum is a title commitment company operating in Harris County, Texas. Momentum seeks to insure the title to the real property located at Lot 12, Block 2, of F.F. Chew Addition, an addition in Harris County, Texas, more commonly known as 2122 Chew Street, Houston, Texas ("2122 Chew"). Defendants are individuals who have filed documents in the real property records of Harris County, Texas that cloud title to 2122 Chew and affect Momentum's contractual rights regarding this property. Momentum guarantees a chain of title in 2122 Chew that is impacted by the Defendants' filings and Momentum is entitled to declaratory relief clarifying the legal effect of Defendants' filings.

A. Title History for 2122 Chew

8. Momentum contends that the title history for 2122 Chew is documented through the following chain of title:

Date	Document	Instrument
2022-05-04	Warranty Deed with Vendor's Lien from Quality Property Solutions, LLC to Claire Mangum	RP-2022-237452, recorded 05/05/2022
2021-12-07	General Warranty Deed from Bernita L. Simon and Carlton R. White to Quality Property Solutions	RP-2021-698867, recorded 12/07/2021
2001-06-11	General Warranty Deed from Deborah Ann Hawkins-Holt and Ronald Holt to Bernita L. Simon	V120177, recorded on 06/20/2001
1974-06-20	Affidavit of Heirship for the heirs of Sam Hawkins	E199639, recorded on July 9, 1974

Pursuant to this chain of title, Momentum guarantees the transfer of title from Quality Property Solutions LLC to Claire Mangum.

9. However, this chain of title is clouded by a document filed as RP-2021-701466 on December 8, 2021 by defendants Mischa Montgomery and Tony Caston. That document is a summary judgment order dated October 31, 2021 issued in Cause No. 2020-13627, *Tony Caston v. Bernita Simon*, in the 80th District Court, Harris County, Texas (“80th District Court Lawsuit”), and the original petition filed in that lawsuit. See *Exhibit 1*. That lawsuit concerned a dispute between Tony Caston and Bernita Simon over ownership in certain real property. Mischa Montgomery is the attorney who represented Tony Caston in that lawsuit and who filed document RP-2021-701466 in the real property records of Harris County, Texas on his behalf. Mischa Montgomery filed this document one day after Bernita Simon and Carlton White transferred their interests in 2122 Chew to Quality Property Solutions LLC and that deed was recorded in the real property records of Harris County, Texas.

B. The 80th District Court Lawsuit incorrectly includes 2122 Chew.

10. Tony Caston’s pleadings in the 80th District Court Lawsuit allege he seeks to recover an interest in certain real property he conveyed to Bernita Simon in trust for their children. He further alleges that Bernita Simon breached duties and obligations she owed to manage that property for the benefit of their children and that he is entitled to recover the fee interest he assigned to her on October 15, 1999. Tony Caston specifically pleads that the property he sought to recover was 2122 Chew. *Exhibit 1*. Contrary to Tony Caston’s allegations, he never owned 2122 Chew and there is no deed documenting his claim to have owned or assigned that property to Bernita Simon as alleged.

11. A review of the real property records demonstrates that the property Tony Caston actually refers to is the real property known as Lot 3, Block 4, of F. F. Chew Addition, an addition in Harris County, Texas more commonly known as 2115 Chew Street, Houston, Texas (“2115 Chew”). In contrast to 2122 Chew, the chain of title for 2115 Chew corroborates Mr. Simon’s claims to that property:

Date	Document	Instrument
2019-12-10	Warranty Deed with Vendor’s Lien from Bernita Simon to NIKX Real Estate, LLC	RP-2019-548443, recorded on 12/12/2019

1999-10-15	General Warranty Deed Tony Caston to Bernita L. Simon	U037061, recorded 10/22/1999
1998-07-07	General Warranty from Toni Philpott and Hobert Philpott to Tony Caston	T129589, recorded 07/08/1998
1985-05-2	Warranty Deed from Nolan Powell to Toni Philpott and Hobert Philpott	K004393, recorded on 05/03/1985

C. Defendants refuse to clear title to 2122 Chew.

12. On April 5, 2022, Quality Property Solutions LLC sent letters to Mischa Montgomery and Tony Caston informing them of their mistake, providing them with an abstract of title for 2122 Chew and 2115 Chew demonstrating their error, and requesting that Tony Caston execute a release of judgment rescinding any claim to 2122 Chew. *Exhibit 2 & 3*. Neither Mischa Montgomery or Tony Caston responded to this letter and both defendants have refused to correct their mistakes.

Causes of Action

A. Declaratory Relief

13. The Texas Uniform Declaratory Judgments Act (“UDJA”) is codified in Chapter 37 of the Texas Civil Practice and Remedies Code. The UDJA authorizes the Court to declare rights, status and other legal relations whether or not further relief is or could be claimed. Tex. Civ. Prac. & Rem. Code §37.003(a). A declaration rendered may be either affirmative or negative and has the effect of a final judgment or decree. Tex. Civ. Prac. & Rem. Code §37.003(b). A person interested under a deed, will, written contract, or other writings constituting a contract may obtain a declaration of rights, statutes, or other legal relations under the UDJA. Tex. Civ. Prac. & Rem. Code §37.004(a). The Court may award costs and reasonable and necessary attorney’s fees as are equitable and just. Tex. Civ. Prac. & Rem. Code §37.009.

14. Momentum Title requests that the Court issue the following declaratory judgments to resolve justiciable controversies surrounding Momentum Title’s contractual rights and interests in 2122 Chew:

- (a) The document filed in the real property records of Harris County, Texas as document number RP-2021-701466 does not impact the chain of title to 2122 Chew and is a mere nullity as to 2122 Chew.
- (b) The document filed in the real property records of Harris County, Texas as document number RP-2021-701466 does not constitute an abstract of judgment as defined under Texas law and does not impose a judgment lien against 2122 Chew and is a mere nullity as to 2122 Chew.
- (c) To the extent the document filed in the real property records of Harris County, Texas as document number RP-2021-701466 does constitute an abstract of judgment or imposes a judgment lien against Bernita Simon, this lien did not attach upon 2122 Chew.
- (d) Tony Caston has never held legal title to or any legal interest in 2122 Chew, and Mischa Montgomery's allegations to the contrary are incorrect and false.
- (e) Tony Caston did hold legal title to or a legal interest in 2115 Chew, and Mischa Montgomery's allegations to the contrary are incorrect and false.

Momentum has a justiciable interest in 2122 Chew that is affected by the Defendants' conduct and the purported rights Defendants assert in 2122 as expressed by the document filed as RP-2021-701466 in the real property records of Harris County. Momentum requests that the Court resolve questions of whether document RP-2021-701466 impacts the chain of title to 2122 Chew, or whether that document is a mere nullity in the chain of title.

B. Sanctions

15. A Court may issue sanctions against a party or attorney whose conduct violates either Chapter 10 of the Civil Practice and Remedies Code or Rule of Civil Procedure 13. Momentum requests that the Court award reasonable sanctions against Mischa Montgomery as a signatory to the various pleadings she filed in the 80th District Court Lawsuit and for filing document RP-2021-701466 in the real property records of

Harris County, and improperly clouding the chain of title to 2122 Chew. Sanctions are appropriate under both Rule 13 and Chapter 10.

16. Rule of Procedure 13 provides that “[t]he signatures of attorneys or parties constitute a certificate by them that they have read the pleading, motion, or other paper; that the best of their knowledge, information, and belief formed after reasonable inquiry the instrument is not groundless or brought in bad faith or groundless and brought for the purpose of harassment.” “Groundless” for purpose of this rule means no basis in law or fact and not warranted by good faith argument for the extension, modification, or reversal of existing law. *Tex. R. Civ. P. 13*. If a pleading, motion or other paper is signed in violation of this rule, the Court, upon motion or upon its own initiative, after notice of hearing, shall impose an appropriate sanction available under Rule of Civil Procedure 215.

17. Chapter 10 of the Civil Practice and Remedies Code provides: “The signing of a pleading or motion as required by the Texas Rules of Civil Procedure constitutes a certificate by the signatory that to the signatory’s best knowledge, information, and belief, formed after reasonable inquiry... (3) each allegation or other factual contention in the pleading or motion has evidentiary support or, for a specifically identified allegation or factual contention, is likely to have evidentiary support after a reasonable opportunity for further investigation or discovery.” *Tex. Civ. Prac. & Rem. Code §10.001(3)*. A party may make a motion for sanctions describing specific conduct violating Section 10.001. *Tex. Civ. Prac. & Rem. Code §10.002(a)*. The Court may award the prevailing party the reasonable expenses and attorney’s fees incurred in presenting the motion, and, if no due diligence is shown, the Court may award to the prevailing party all costs for inconvenience, harassment, and out of pocket expenses incurred or caused by the subject litigation. *Tex. Civ. Prac. & Rem. Code §10.002(c)*. The Court may further award a sanction against the person who signed the pleading, a party represented by that person, or both. *Tex. Civ. Prac. & Rem. Code §10.004(a)*. The sanction must be limited to what is sufficient to deter repetition of the conduct or comparable conduct by others similarly situated. *Tex. Civ. Prac. & Rem. Code §10.004(b)*. The sanction may include a directive to the violator to perform, or refrain from performing an act; an order to pay a

penalty into court; and an order to pay to the other party the amount of the reasonable expenses incurred by the other party because of the filing of the pleading or motion including reasonable attorney's fees. Tex. Civ. Prac. & Rem. Code §10.004(c).

18. The Court should find that Mischa Montgomery's conduct violates both Rule 13 and Chapter 10, is sanctionable and should be remedied. Mischa Montgomery's pleadings specifically allege that Tony Caston owned the real property located at 2122 Chew, that he transferred 2122 Chew to Bernita Simon, and that he was entitled to recover 2122 Chew from Bernita Simon. Mischa Montgomery had a duty to investigate the validity of her claims and true facts to the Court. However, as demonstrated above, Mischa Montgomery's allegations were false and unsupported by the relevant chain of title contained in the public record for 2122 Chew. Further, the public record demonstrates that Mischa Montgomery was actually referring to the real property located at 2115 Chew, which is a distinct property. Further, Mischa Montgomery's actions in filing document RP-2021-701466 in the real property records in an effort to cloud title to 2122 Chew and preserve Tony Caston's invented interests in that property were false and misleading and must be remedied. Each of these steps was taken in furtherance of Tony Caston's interests and to promote interests in 2122 Chew he purported to own and sought to recovery, and Mischa Montgomery's actions inured to Tony Caston's benefit.

19. The Court should award Momentum its legal fees and expenses under either Rule 13 or Chapter 10 against Mischa Montgomery and Tony Caston. The Court should further impose a sanction under Chapter 10.004(c) directing Mischa Montgomery, as the signatory to the pleadings filed in the 80th District Court Lawsuit, and Tony Caston, the party she represented in that lawsuit, to pay release any claims against 2122 Chew, and pay an appropriate sanction to Momentum Title, to include attorney's fees and costs associated with the filing of this pleading. These orders are necessary to protect Momentum's interests and to deter Mischa Montgomery and Tony Caston from taking similar actions in the future.

Initial Disclosures

20. As provided in Rule 194, Texas Rules of Civil Procedure, required Initial Disclosures of all items listed in Rule 194.2 must be made at or within 30 days after the

filing of the first answer unless a different time is set by the parties' agreement or court order.

21. Momentum asks the Court to keep the requirement of Initial Disclosures to be made within 30 days.

Conditions Precedent

22. Momentum confirms that all conditions precedent to Momentum's claim for relief have been performed or have occurred.

Attorneys' Fees and Costs

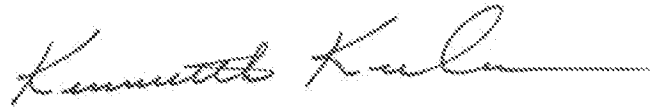
23. Momentum requests that it recover its reasonable and necessary attorneys' fees and expenses as permitted by Chapters 10 and 37 of the Civil Practice and Remedies Code, and Rule of Civil Procedure 13.

Prayer

Momentum prays that the Court: (i) cite Defendants to appear and answer; (ii) render judgment against Defendants on all grounds requested; (iii) award Momentum its reasonable attorneys' fees and costs as requested; (iv) sanction Defendants for their conduct and direct them to release any claims on 2122 Chew, and pay monetary sanctions as are reasonable and necessary to prevent similar conduct in the future; award Momentum prejudgment and postjudgment interest as permitted on all monetary recoveries; and for all other relief to which Momentum is entitled both in equity and law.

Respectfully submitted,

KROHN PLLC
1210 W. Clay Street, Suite 12
Houston, Texas 77019
T: (713) 429-0575
F: (713) 429-0579

A handwritten signature in black ink, appearing to read "Kenneth Krohn". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Kenneth A. Krohn
Attorney for Momentum Title, LLC
SBN: 24032646
ken@krohnpllc.com

Exhibit 1.

Document RP-2021-701466

Order

NO. 2020-13627

7

TONY CASTON
Plaintiff,

§ IN THE DISTRICT COURT

§

§

§

§

§

§

RP-2021-701466
12/08/2021 RP1 \$46.00

80TH JUDICIAL DISTRICT

v.

10/2
BERNITA SIMON
Defendant.

HARRIS COUNTY, TEXAS

ORDER ON MOTION FOR FINAL SUMMARY JUDGMENT

On _____ the Court considered the Motion for Final Summary Judgment of TONY *lee*

CASTON Plaintiff, and ORDERS Defendant to transfer title to Plaintiff, or alternatively, pay

Plaintiff for the current fair market value of the property in the amount of \$77,169.00.

SIGNED on _____

Signed: *J. J. Moore*
10/13/2021

JUDGE PRESIDING

APPROVED AS TO FORM ONLY:

Frye & Benavidez, PLLC

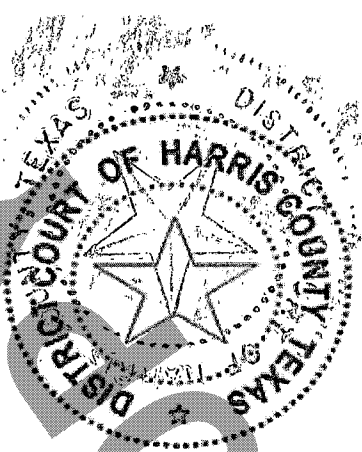
/s/ Mischa A. Montgomery

Mischa A. Montgomery
SBOT#: 24096021
3315 Mercer St.
Houston, Texas 77027
Cell: (281) 221-7169
Office: (713) 227-1717
Fax: (713) 522-2610
mmontgomery@liberatinglaw.com

Attorney for Plaintiff TONY CASTON

COPY UNOFFICIAL

RP-2021-701466



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office this December 8, 2021

Certified Document Number: 98438079

Marilyn Burgess, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

RP-2021-701466

2020-13627 / Court: 080

NO. _____

TONY CASTON
Plaintiff,

v.

BERNITA SIMON
Defendant.

§ **IN THE DISTRICT COURT**
§
§
§ **JUDICIAL DISTRICT**
§
§
§ **HARRIS COUNTY, TEXAS**

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES TONY CASTON, hereinafter called Plaintiff, complaining of and about **BERNITA SIMON**, hereinafter called Defendant, and for cause of action would show unto the Court the following:

DISCOVERY CONTROL PLAN LEVEL

1. Plaintiff intends that discovery be conducted under Discovery Level 2.

PARTIES AND SERVICE

2. Plaintiff, **TONY CASTON**, resides at 4201 Oranger St., Houston, Texas. The last three numbers of **TONY CASTON**'s driver's license number are 467. The last three numbers of **TONY CASTON**'s social security number are 202.

3. **BERNITA SIMON** is the Defendant. Defendant may be served with process at the following address: 9410 Railton St., Houston Texas 77080 or wherever she may be found.

JURISDICTION AND VENUE

4. This is an action regarding real property, and this court has jurisdiction over the property because it is located in whole or in part in this county.
5. This Court has jurisdiction over this action based on the property the subject of this suit.

RP-2021-701466

6. Venue in Harris County is proper in this cause under Section 15.011 of the Texas Civil Practice and Remedies Code because this action involves real property as provided by said Section, and Harris County is where all or part of the real property is located.

FACTS

7. This action concerns real estate more fully described in a deed dated June 11, 2001, recorded in the Deed Records of Harris County, Texas. This real estate is hereafter referred to as "the Property," and is commonly known as a single-family dwelling with an address of 2122 Chew St., Houston, Texas 77020. The legal description of this property is as follows:

Legal Description: LT 12 BLK 2 CHEW F F.

8. Plaintiff purchased the Property for the purpose of his children Brianna Caston and Donzale Caston (hereafter referred to as "the children"), who were minors at the time. Plaintiff conveyed title to the Property to Defendant, who is the mother of the children, on October 15, 1999. Plaintiff and defendant were never married nor have they ever been married. Defendant was to hold the Property in trust for the benefit of the children as beneficiaries until the children reached age of majority. Once the children reached the age of majority and requested for the Property to be transferred to their name, Defendant declined to do so. Defendant attempted to sell the property but was unable to due to a substantial lien on the property. Plaintiff seeks to recover the value of the Property at the time it was sold or the taxes he has paid on the Property since his time of purchase.

10. Since plaintiff bought the property, Plaintiff has been the only person to exercise use of the property. Specifically, Plaintiff has paid the taxes on the property for the past 10 years. Additionally, Plaintiff maintains and pays for all maintenance and repairs to the property. Plaintiff also collects rent from the tenants who live on the property. The neighbors and tenants only know

Plaintiff as the owner of the property and have not seen or know of any other owner to the property.

11. The fair market value of the Property is fifty- nine thousand four hundred forty-two dollars (\$59,442.00).

CAUSE OF ACTION – BREACH OF FIDUCIARY DUTY

12. In order to show a resulting trust was created, the plaintiff must show that title was conveyed to one party, but the purchase price was paid by another. *Crume v. Smith*, 620 S.W.2d 212, 215 (Tex. Civ. App.—Tyler 1981, no writ). A purchase money resulting trust is implied in law and created in favor of the payor when someone, other than the person in whose name title is taken, pays the purchase price of the property. *Nolana Dev. Ass'n v. Corsi*, 682 S.W.2d 246, 250 (Tex. 1984). The parties who have paid the purchase money are equitable owners of the property, and the titleholder is a mere trustee who holds for the benefit of those that furnished the consideration. *Masterson v. Hogue*, 842 S.W.2d 696, 697 (Tex. App.—Tyler 1992, no writ). The trustee of a resulting trust stands in fiduciary relationship with the beneficiary insofar as the trust property is concerned. *Tricentrol Oil Trading, Inc. v. Annesley*, 809 S.W.2d 218, 220 (Tex. 1991). The plaintiff must also show that the transferee is not a wife, child, or other natural object of the bounty of the person by whom the purchase price was paid, or the resulting trust would not arise. *Amador v. Berrospe*, 961 S.W.2d 205, 207 (Tex. App.—Houston [1st Dist.] 1996, no writ).

13. Here, Plaintiff purchased the Property as evidenced by a deed dated July 7, 1998 recorded in the Deed Records of Harris County, Texas. Plaintiff purchased the Property for the purpose of his children who were minors at the time. Plaintiff conveyed title to the Property to Defendant as a mere trustee to hold the Property for the benefit of Plaintiff. Since Plaintiff and Defendant are not married nor have they ever been married, a fiduciary relationship between Plaintiff and Defendant was created as a result of conveyance of the Property to Defendant after

Plaintiff paid the purchase price of the Property. Defendant later acted against her fiduciary duty to Plaintiff when she sold the Property she was holding as a mere trustee and titleholder. Therefore, Defendant has breached her fiduciary duty to Plaintiff under their purchase money resulting trust establishing Defendant as trustee.

CAUSE OF ACTION – ADVERSE POSSESSION

14. Under the Texas Civil Practice and Remedies Code, Section 16.025(a) provides that a person must bring suit no later than five years after the day the cause of action accrues to recover real property held in peaceable and adverse possession by another who cultivates, uses or enjoys the property; pays applicable taxes on the property; and claims the property under a duly registered deed. Tex. Civ. Prac. & Rem. Code Ann. §16.025(a) (Vernon 2002). This section does not apply to a claim based on a forged deed or a deed executed under a forged power of attorney. *Id.* §16.025(a).

15. To prove adverse possession, the plaintiff must show proof of actual possession of the disputed real property that is open and notorious, peaceable, under a claim of right, adverse or hostile to the claim of the owner, and consistent and continuous for the duration of the statutory period. *Estrada v. Cheshire*, 470 S.W.3d 109, 123 (Tex. App.—Houston [1st Dist.] 2015)

16. Here, Plaintiff has been the only one to have cultivated, used, and enjoyed the Property since he purchased the Property, and Plaintiff has paid applicable state taxes on the Property for ten (10) years. In addition, Plaintiff has shown possession of the Property as openly, notoriously, and peaceably as he has associated himself with the tenants of the Property holding himself out as the owner. The tenants of the Property have not seen or known of any other owner to the Property aside from Plaintiff. Also, Plaintiff has entered the property with a claim of right as he claims the Property to be his own during his business with the tenants and his collection of

rent payments from them. Plaintiff's use of the Property has been hostile to Defendant as he has continued to use the Property with the exclusion of any other person as he claims the Property to be his own. Lastly, Plaintiff's use of the Property has been consistent and continuous as shown by his continuous payments of taxes on the Property and collection of rent from the tenants.

PRAYER

WHEREFORE, Plaintiff, **TONY CASTON**, respectfully prays that the Defendant be cited to appear and answer herein, and that upon a final hearing of the cause, Plaintiff be awarded judgment against defendant for breach of duty; or in the alternative, Plaintiff be awarded title to the property under adverse possession; that the court award Plaintiff costs of suit and attorney's fees in an amount determined by the court to be reasonable; and the court grant such further relief, at law and in equity, as may be deemed just and proper.

Respectfully submitted,

Frye & Benavidez, PLLC

 /s/Mischa A. Montgomery

Mischa A. Montgomery

SBOT#: 24096021

3315 Mercer St.

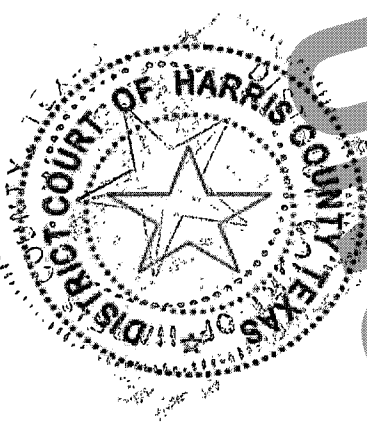
Houston, Texas 77027

Cell: (281) 221-7169

Office: (713) 227-1717

Fax: (713) 522-2610

mmontgomery@liberatinglaw.com



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this December 8, 2021

Certified Document Number: 89663385

Marilyn Burgess

Marilyn Burgess, DISTRICT CLERK
HARRIS COUNTY, TEXAS

*Tony Caston
4201 Oranger st
77020
Houston Tx 77020*

*Ret
✓*

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

RP-2021-701466

UNOFFICIAL COPY

FILED FOR RECORD

12:30:39 PM

Wednesday, December 8, 2021

Leslie Hudspeth

COUNTY CLERK, HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS
COUNTY OF HARRIS

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 Records of Real Property of Harris County Texas

Wednesday, December 8, 2021

Leslie Hudspeth

COUNTY CLERK
HARRIS COUNTY, TEXAS



UNOFFICIAL COPY

RP-2021-701466

Exhibit 2.

Letter dated April 5, 2022 to
Mischa Montgomery

April 5, 2022

VIA ELECTRONIC SERVICE

Mischa A. Montgomery
Montgomery Law Group, PLLC
2828 Hayes Road, #416
Houston, Texas 77082

RE: Property: 2122 Chew Street, Houston, Texas 77020
Your Client: Tony Caston

Dear Mischa:

I represent Quality Property Solutions, LLC ("QPS") who holds title to the real property located at Lot 12, Block 2, of F.F. Chew Addition, an addition in Harris County, Texas, more commonly known as 2122 Chew Street, Houston, Texas ("2122 Chew"). My client demands that your client, Tony Caston, immediately release this property from a cloud to QPS's good title to 2122 Chew. Failure to remove this cloud will result in litigation to clear title to this property, recover damages for slander of title, and recover attorney's fees expended in these endeavors from both you and Mr. Caston. I ask that your client execute and return the attached partial release to me within 15 days and avoid the need for costly litigation.

Please allow me to explain the basis of my client's complaint. QPS acquired 2122 Chew from Bernita Simon and Carlton R. White through a general warranty deed that was recorded in the real property records of Harris County, Texas on December 7, 2021 as instrument number RP-2021-698867. Ms. Simon acquired 2122 Chew from Deborah Ann Hawkins-Holt and Ronald Holt through a general warranty deed that was recorded on June 20, 2001 as instrument number V120177. The Hawkins family had owned 2122 Chew for many years and that property is referenced in accounts filed incident to the Estate of Annie L. Hawkins, Deceased, Cause No. 156,123, In the Probate Court Number One, Harris County, Texas, and as part of the Estate of Sam Hawkins. This property is even included in the affidavit of heirship Annie Hawkins recorded in the real property records on July 9, 1974 as instrument number E199639.

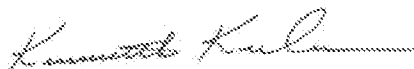
Despite this clear chain of title, on December 8, 2021, a day after QPS's deed was recorded, you recorded various documents with in the real property records of Harris County that cloud QPS' good title. Specifically, you filed a copy of a summary judgment order and an original petition that relate to Cause No. 2020-13627, *Tony Caston v. Bernita Simon*, In the 80th District Court, Harris County, Texas in the real property records as instrument number RP-2021-701466. While QPS disputes that these documents are sufficient to perfect a judgment lien under any circumstances, it is clear that QPS recorded its good title to 2122 Chew before you recorded these documents or attempted to perfect a judgment lien. Texas law is clear: a judgment lien, when

perfected, only creates a superior right to *subsequent* purchasers and lienholders. *Gordon v. West Houston, Trees, Ltd.*, 352, S.W.3d 23, 39 (Tex.App.—Houston [1st Dist.] 2011).

Making matters worse, the documents you recorded against 2122 Chew actually concern a different piece of property. I have reviewed the original petition that you filed in Cause No. 2020-13627 and it is apparent that you are referring to two separate parcels of land in your pleading. While paragraph 7 of the original petition declares that 2122 Chew is the property subject of the lawsuit, even referring to the June 2001 Hawkins-Holt Deed, other paragraphs make clear that Mr. Caston seeks to recover his interests in a neighboring property located at 2115 Chew Street. For example, in paragraph 8 you allege that Mr. Caston “conveyed title to the Property to Defendant, who is the mother of the children on October 15, 1999.” This allegation correlates to a deed dated October 15, 1999 that transfers the real property located at Lot 3, Block 4, of F. F. Chew Addition, also known as 2115 Chew Street, Houston, Texas (“2115 Chew”), to Ms. Simon. This deed is recorded as instrument number U037061. You make reference to 2115 Chew again in paragraph 13 when you allege that “Plaintiff purchased the property as evidenced by a deed dated July 7, 1998.” That allegation corresponds to the July 7, 1998 warranty deed transferring 2115 Chew from Toni Philpott and Hobert Philpott to Mr. Caston that is recorded as instrument number T129589. Copies of all these documents and abstracts of title for these properties are attached for your review.

In sum, you sued Ms. Simon to recover 2115 Chew, erroneously secured a judgment impacting 2122 Chew, and then filed documents clouding my client’s title after it acquired good title to 2122 Chew. My client has received an offer to purchase 2122 Chew and demands that your client immediately release any claims he has to 2122 Chew within 15 days to facilitate the sale of that property. If your client does not comply with this request, the sale will fall through and your client will be liable for damages caused by his slander to QPS’s good title.

Very truly yours,



Kenneth A. Krohn

Attachments

Cc: Thomas Perry, *via email*
Tony D. Caston, *via first class and certified mail RRR*

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.

PARTIAL RELEASE OF JUDGMENT LIEN

DATE: _____, 2022

JUDGMENT CREDITOR:

Tony Caston
4201 Orange Street
Houston, Texas 77002

JUDGMENT DEBTOR:

Bernita Simon
9410 Railton Street
Houston, Texas 77080

JUDGMENT:

A summary judgment dated October 13, 2021 against Bernita Simon and in favor of Tony Caston, entered in the 80th District Court, Harris County, Texas under cause number 2020-13627 styled *Tony Caston v. Bernita Simon*.

ABSTRACT OF JUDGMENT:

There is no recorded abstract of judgment however, certified copies of the summary judgment and original petition from Cause Number 2020-13627, *Tony Caston v. Bernita Simon*, In the 80th District Court, Harris County, Texas, were recorded in the real property records of Harris County, Texas as instrument number RP-2021-701466 and described as an "ORDER" by the County Clerk.

RELEASE

Judgment Debtor releases any liens or claims to title he has against the real property located at Lot 12, Block 2 of F.F. Chew Addition, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 1, Page 8, Map Records of Harris County, Texas and more commonly known as 2122 Chew Street, Houston, Texas 77020 ("2122 Chew") as a result of the Judgment and the filing of the Abstract of Judgment. Judgment Creditor declares and acknowledges that Quality Property Solutions, LLC has acquired good title to 2122 Chew and, on the recording of this Release, the Abstract of Judgment is void and of no further effect as to 2122 Chew. Judgment Creditor does not release other liens or claims he has against Judgment Debtor.

Tony Caston

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

This instrument was acknowledged before me on _____, by Tony Caston.

Notary Public, State of Texas

PREPARED BY:

KROHN PLLC
1210 W. Clay Street, Suite 12
Houston, Texas 77019

AFTER RECORDING RETURN TO:

KROHN PLLC
1210 W. Clay Street, Suite 12
Houston, Texas 77019

Abstract of Title for 2122 Chew

Date	Document	Instrument
2021-12-08	Summary Judgment Order and Plaintiff's Original Petition filed by Tony Caston	RP-2021-701466, recorded 12/08/2021
2021-12-07	General Warranty Deed from Bernita L. Simon and Carlon R. White to Quality Property Solutions	RP-2021-698867, recorded 12/07/2021
2001-06-11	General Warranty Deed from Deborah Ann Hawkins-Holt and Ronald Holt to Bernita L. Simon	V120177, recorded on 06/20/2001
1974-06-20	Affidavit of Heirship for the heirs of Sam Hawkins	E199639, recorded on July 9, 1974

Abstract of Title for 2115 Chew

Date	Document	Instrument
2019-12-10	Warranty Deed with Vendor's Lien from Bernita Simon to NIKX Real Estate, LLC	RP-2019-548443, recorded on 12/12/2019
1999-10-15	General Warranty Deed Tony Caston to Bernita L. Simon	U037061, recorded 10/22/1999
1998-07-07	General Warranty from Toni Philpott and Hobert Philpott to Tony Caston	T129589, recorded 07/08/1998
1985-05-2	Warranty Deed from Nolan Powell to Toni Philpott and Hobert Philpott	K004393, recorded on 05/03/1985

Order

NO. 2020-13627

7

TONY CASTON
Plaintiff,

§ IN THE DISTRICT COURT

§

§

§

§

§

§

RP-2021-701466
12/08/2021 RP1 \$46.00

80TH JUDICIAL DISTRICT

v.

10/2
BERNITA SIMON
Defendant.

HARRIS COUNTY, TEXAS

ORDER ON MOTION FOR FINAL SUMMARY JUDGMENT

On _____ the Court considered the Motion for Final Summary Judgment of TONY *lee*

CASTON Plaintiff, and ORDERS Defendant to transfer title to Plaintiff, or alternatively, pay

Plaintiff for the current fair market value of the property in the amount of \$77,169.00.

SIGNED on _____

Signed: *J. J. Moore*
10/13/2021

JUDGE PRESIDING

APPROVED AS TO FORM ONLY:

Frye & Benavidez, PLLC

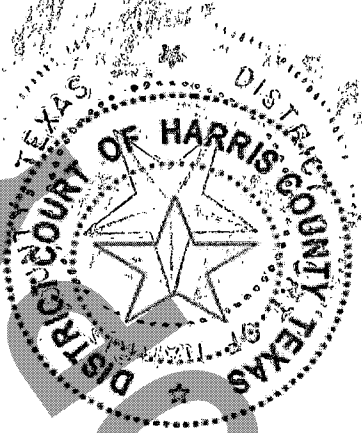
/s/ Mischa A. Montgomery

Mischa A. Montgomery
SBOT#: 24096021
3315 Mercer St.
Houston, Texas 77027
Cell: (281) 221-7169
Office: (713) 227-1717
Fax: (713) 522-2610
mmontgomery@liberatinglaw.com

Attorney for Plaintiff TONY CASTON

COPY UNOFFICIAL

RP-2021-701466



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office this December 8, 2021

Certified Document Number: 98438079

Marilyn Burgess, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

TRANSMITTED ELECTRONICALLY

RP-2021-701466

2020-13627 / Court: 080

NO. _____

TONY CASTON
Plaintiff,

v.

BERNITA SIMON
Defendant.

§ **IN THE DISTRICT COURT**
§
§
§ **JUDICIAL DISTRICT**
§
§
§ **HARRIS COUNTY, TEXAS**

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES TONY CASTON, hereinafter called Plaintiff, complaining of and about **BERNITA SIMON**, hereinafter called Defendant, and for cause of action would show unto the Court the following:

DISCOVERY CONTROL PLAN LEVEL

1. Plaintiff intends that discovery be conducted under Discovery Level 2.

PARTIES AND SERVICE

2. Plaintiff, **TONY CASTON**, resides at 4201 Oranger St., Houston, Texas. The last three numbers of **TONY CASTON**'s driver's license number are 467. The last three numbers of **TONY CASTON**'s social security number are 202.

3. **BERNITA SIMON** is the Defendant. Defendant may be served with process at the following address: 9410 Railton St., Houston Texas 77080 or wherever she may be found.

JURISDICTION AND VENUE

4. This is an action regarding real property, and this court has jurisdiction over the property because it is located in whole or in part in this county.
5. This Court has jurisdiction over this action based on the property the subject of this suit.

RP-2021-701466

6. Venue in Harris County is proper in this cause under Section 15.011 of the Texas Civil Practice and Remedies Code because this action involves real property as provided by said Section, and Harris County is where all or part of the real property is located.

FACTS

7. This action concerns real estate more fully described in a deed dated June 11, 2001, recorded in the Deed Records of Harris County, Texas. This real estate is hereafter referred to as "the Property," and is commonly known as a single-family dwelling with an address of 2122 Chew St., Houston, Texas 77020. The legal description of this property is as follows:

Legal Description: LT 12 BLK 2 CHEW F F.

8. Plaintiff purchased the Property for the purpose of his children Brianna Caston and Donzale Caston (hereafter referred to as "the children"), who were minors at the time. Plaintiff conveyed title to the Property to Defendant, who is the mother of the children, on October 15, 1999. Plaintiff and defendant were never married nor have they ever been married. Defendant was to hold the Property in trust for the benefit of the children as beneficiaries until the children reached age of majority. Once the children reached the age of majority and requested for the Property to be transferred to their name, Defendant declined to do so. Defendant attempted to sell the property but was unable to due to a substantial lien on the property. Plaintiff seeks to recover the value of the Property at the time it was sold or the taxes he has paid on the Property since his time of purchase.

10. Since plaintiff bought the property, Plaintiff has been the only person to exercise use of the property. Specifically, Plaintiff has paid the taxes on the property for the past 10 years. Additionally, Plaintiff maintains and pays for all maintenance and repairs to the property. Plaintiff also collects rent from the tenants who live on the property. The neighbors and tenants only know

Plaintiff as the owner of the property and have not seen or know of any other owner to the property.

11. The fair market value of the Property is fifty- nine thousand four hundred forty-two dollars (\$59,442.00).

CAUSE OF ACTION – BREACH OF FIDUCIARY DUTY

12. In order to show a resulting trust was created, the plaintiff must show that title was conveyed to one party, but the purchase price was paid by another. *Crume v. Smith*, 620 S.W.2d 212, 215 (Tex. Civ. App.—Tyler 1981, no writ). A purchase money resulting trust is implied in law and created in favor of the payor when someone, other than the person in whose name title is taken, pays the purchase price of the property. *Nolana Dev. Ass'n v. Corsi*, 682 S.W.2d 246, 250 (Tex. 1984). The parties who have paid the purchase money are equitable owners of the property, and the titleholder is a mere trustee who holds for the benefit of those that furnished the consideration. *Masterson v. Hogue*, 842 S.W.2d 696, 697 (Tex. App.—Tyler 1992, no writ). The trustee of a resulting trust stands in fiduciary relationship with the beneficiary insofar as the trust property is concerned. *Tricentrol Oil Trading, Inc. v. Annesley*, 809 S.W.2d 218, 220 (Tex. 1991). The plaintiff must also show that the transferee is not a wife, child, or other natural object of the bounty of the person by whom the purchase price was paid, or the resulting trust would not arise. *Amador v. Berrospe*, 961 S.W.2d 205, 207 (Tex. App.—Houston [1st Dist.] 1996, no writ).

13. Here, Plaintiff purchased the Property as evidenced by a deed dated July 7, 1998 recorded in the Deed Records of Harris County, Texas. Plaintiff purchased the Property for the purpose of his children who were minors at the time. Plaintiff conveyed title to the Property to Defendant as a mere trustee to hold the Property for the benefit of Plaintiff. Since Plaintiff and Defendant are not married nor have they ever been married, a fiduciary relationship between Plaintiff and Defendant was created as a result of conveyance of the Property to Defendant after

Plaintiff paid the purchase price of the Property. Defendant later acted against her fiduciary duty to Plaintiff when she sold the Property she was holding as a mere trustee and titleholder. Therefore, Defendant has breached her fiduciary duty to Plaintiff under their purchase money resulting trust establishing Defendant as trustee.

CAUSE OF ACTION – ADVERSE POSSESSION

14. Under the Texas Civil Practice and Remedies Code, Section 16.025(a) provides that a person must bring suit no later than five years after the day the cause of action accrues to recover real property held in peaceable and adverse possession by another who cultivates, uses or enjoys the property; pays applicable taxes on the property; and claims the property under a duly registered deed. Tex. Civ. Prac. & Rem. Code Ann. §16.025(a) (Vernon 2002). This section does not apply to a claim based on a forged deed or a deed executed under a forged power of attorney. *Id.* §16.025(a).

15. To prove adverse possession, the plaintiff must show proof of actual possession of the disputed real property that is open and notorious, peaceable, under a claim of right, adverse or hostile to the claim of the owner, and consistent and continuous for the duration of the statutory period. *Estrada v. Cheshire*, 470 S.W.3d 109, 123 (Tex. App.—Houston [1st Dist.] 2015)

16. Here, Plaintiff has been the only one to have cultivated, used, and enjoyed the Property since he purchased the Property, and Plaintiff has paid applicable state taxes on the Property for ten (10) years. In addition, Plaintiff has shown possession of the Property as openly, notoriously, and peaceably as he has associated himself with the tenants of the Property holding himself out as the owner. The tenants of the Property have not seen or known of any other owner to the Property aside from Plaintiff. Also, Plaintiff has entered the property with a claim of right as he claims the Property to be his own during his business with the tenants and his collection of

rent payments from them. Plaintiff's use of the Property has been hostile to Defendant as he has continued to use the Property with the exclusion of any other person as he claims the Property to be his own. Lastly, Plaintiff's use of the Property has been consistent and continuous as shown by his continuous payments of taxes on the Property and collection of rent from the tenants.

PRAYER

WHEREFORE, Plaintiff, **TONY CASTON**, respectfully prays that the Defendant be cited to appear and answer herein, and that upon a final hearing of the cause, Plaintiff be awarded judgment against defendant for breach of duty; or in the alternative, Plaintiff be awarded title to the property under adverse possession; that the court award Plaintiff costs of suit and attorney's fees in an amount determined by the court to be reasonable; and the court grant such further relief, at law and in equity, as may be deemed just and proper.

Respectfully submitted,

Frye & Benavidez, PLLC

 /s/Mischa A. Montgomery

Mischa A. Montgomery

SBOT#: 24096021

3315 Mercer St.

Houston, Texas 77027

Cell: (281) 221-7169

Office: (713) 227-1717

Fax: (713) 522-2610

mmontgomery@liberatinglaw.com



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this December 8, 2021

Certified Document Number: 89663385

Marilyn Burgess

Marilyn Burgess, DISTRICT CLERK
HARRIS COUNTY, TEXAS

*Tony Caston
4201 Oranger st
77020
Houston Tx 77020*

*Ret
✓*

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

RP-2021-701466

UNOFFICIAL COPY

FILED FOR RECORD

12:30:39 PM

Wednesday, December 8, 2021



COUNTY CLERK, HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS
COUNTY OF HARRIS

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 Records of Real Property of Harris County Texas

Wednesday, December 8, 2021



COUNTY CLERK
HARRIS COUNTY, TEXAS

UNOFFICIAL COPY

RP-2021-701466

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED
with Third-Party Vendor's Lien

Date: December 6, 2021

Grantor: Bernita L. Simon and Carlon R. White, wife and husband

Grantee: Quality Property Solutions, LLC, a Texas limited liability company

Grantee's Mailing Address:

825 Town and Country Lane, Suite 1200
Houston, TX 77024

Consideration:

Ten and No/100 Dollars (\$10.00), good and other valuable consideration, the receipt of which is hereby acknowledged, and a note of even date executed by Grantee and payable to the order of **Robert C. Boyd, Trustee of the Boyd Family Living Trust** in the principal amount of **SIXTY-TWO THOUSAND FIVE HUNDRED WITH NO/100 DOLLARS (\$62,500.00)**. The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of **Robert C. Boyd, Trustee of the Boyd Family Living Trust** and by a first-lien deed of trust of even date from Grantee to **Doc Prep 911, trustee**.

Property (including any improvements):

Lot Twelve (12), in Block Two (2), of F.F. CHEW ADDITION, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 1, Page 8, Map Records of Harris County, Texas. Commonly known as 2122 Chew Steet, Houston, TX 77020.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Subject to all easements, right-of-ways, mineral reservations and other matters of record.

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. **Robert C. Boyd, Trustee of the Boyd Family Living Trust**, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of **Robert C. Boyd, Trustee of the Boyd Family Living Trust** and are transferred to **Robert C. Boyd, Trustee of the Boyd Family Living Trust** without recourse against Grantor.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE EXPRESS WARRANTY OF TITLE STATED ABOVE. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

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


Bernita L. Simon

Date: December 6, 2021


Carlton R. White

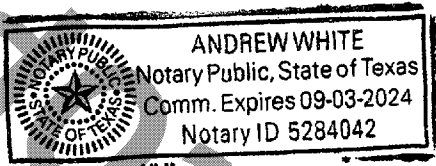
Date: December 6, 2021

STATE OF TEXAS

COUNTY OF Harris

§
§
§

The foregoing instrument was acknowledged before me, the undersigned notary, on the 6 day of December, 2021 by **Bernita L. Simon.**



[Signature]

Notary Public, State of Texas

Printed Name of Notary

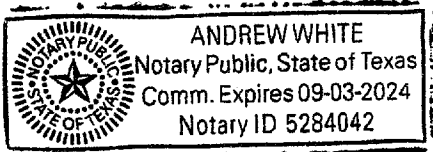
My Commission Expires

STATE OF TEXAS

COUNTY OF Harris

§
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The foregoing instrument was acknowledged before me, the undersigned notary, on the 6 day of December, 2021 by **Carlton R. White.**



[Signature]

Notary Public, State of Texas

Printed Name of Notary

My Commission Expires

AFTER RECORDING RETURN TO:

Quality Property Solutions, LLC

RP-2021-698867

UNRECORDED

RP-2021-698867
Pages 4
12/07/2021 01:13 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$26.00

RECORDERS MEMORANDUM
This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

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 Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2021-698867

UNOFFICIAL

Harris County

Grantee: BERNITA L. SIMON, a single woman

W

Grantee's Mailing Address:

BERNITA L. SIMON
5426 Triway Lane
Houston, Texas 77041
Harris County

Consideration:

Cash and other good and valuable consideration.

Property (including any improvements):

Real estate located at 2122 Chew Street, Houston, Texas 77020 more particularly described as Lot Twelve (12), Block Two (2), Chew F.F., Harris County, Texas.

*DA.H.H.
REB*

Reservations from Conveyance:

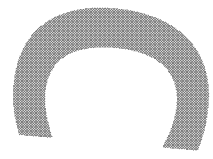
None

Exceptions to Conveyance and Warranty:

None

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.

541-15-2242



2001

Ronald Eugene Holt

RONALD HOLT

541-15-2243

STATE OF TEXAS)

COUNTY OF HARRIS)

This instrument was acknowledged before me on June, 2001, by DEBORAH ANN HAWKINS-HOLT.



LEROY BECK, JR.
MY COMMISSION EXPIRES
April 9, 2002

[Signature]
Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF HARRIS)

This instrument was acknowledged before me on June, 2001, by RONLAD HOLT.



LEROY BECK, JR.
MY COMMISSION EXPIRES
April 9, 2002

[Signature]
Notary Public, State of Texas

BERNITA L. SIMON
5426 Triway Lane
Houston, Texas 77041

541-15-2244

UNOFFICIAL

BERNITA L. SIMON
COUNTY CLERK
HARRIS COUNTY, TEXAS

2001 JUN 20 AM 9:08

FILED

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
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 Records of Real Property of Harris County, Texas on

JUN 20 2001



Bernita L. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

BEFORE ME, the undersigned authority, a Notary Public in and for Harris County, Texas, on this day personally appeared ANNIE L. HAWKINS, who first having been by me duly sworn, deposes and says:

450
P

"My name is Annie L. Hawkins. I am 81 years of age. I live and reside at 2200 Lockwood Drive, Houston, in Harris County, Texas; Phone No. 675 7250. I am the surviving widow of Sam Hawkins, deceased, and as such I am familiar with his family history."

" My full name is Annie Louise Hawkins, nee Annie Louise Spriggs . I was married to Sam Hawkins in Houston Texas on or about July 27th, 1922 and lived with him as his wife until his death. Sam Hawkins died intestate in Houston, Harris County, Texas on or about November 23rd, 1972 at the age of 79 years. Sam Hawkins was married only one other time during his life and that while he was a young man in about 1918 when he was married for a short time to Etta Gamble. This first marriage was terminated by divorce in about 1919 when Sam Hawkins returned from service in World War One. "

" Sam Hawkins did not have any children by either of his marriages. There was only one child adopted by Sam Hawkins and this affiant, whose name was Deborah Ann Hawkins, a blood niece to said Sam Hawkins, deceased, and who is now married to Ronald E. Holt, and now known as Deborah Hawkins Holt, of Houston, Texas. Sam Hawkins was survived by this affiant, his surviving widow and his one and only adopted daughter as named herein."

File
Return
70
770 62
770 62

of our marriage, described as follows:

I. Lot 12 in Block 2 of the F. F. Chew Addition, in the City of Houston, Harris County, Texas, as shown by the map and plat thereof as recorded in the County Clerk's Office of Harris County, Texas; being the same property conveyed by deed from Annie Beth Towles, joined by her husband, John Towles to Sam Hawkins, as recorded in vol. 668 at page 138 Deed Records of Harris County, Texas.

J

TOTAL COMMUNITY VALUE of Improvements \$ 2,000.00
(40 yrs old)
TOTAL COMMUNITY VALUE OF Land 15,000.00

II. Lot 1, in Block 18, Englewood Addition in the City of Houston, Harris County, Texas, as shown by Owner's Title Certificate # 11373, from Houston Title Company, dated February 25, 1924, which is the homestead property of decedent, Sam Hawkins and his surviving spouse, Annie L. Hawkins, known as 2200 Lockwood Drive, Houston Texas.

J

TOTAL COMMUNITY VALUE OF Improvements \$ 3,000.00
TOTAL COMMUNITY VALUE OF Land 25,000.00

III OTHER COMMUNITY PERSONAL PROPERTY: Cash on hand 1972 . . 850.00

1. One pin watch (sentimental value) \$ 25.00

2. TOTAL COMMUNITY VALUE OF Household furniture. \$ 1,000.00

3. Three small Insurance Policies with American National Life Nos. 1057694; 19117091; and 20857941, in the amount of \$500.00 each, payable on life of Annie L. Hawkins, and Debra A. Hawkins, respectively, found in Safety Deposit Box, #1767A Houston National Bank, and being no part of Estate of Sam Hawkins, deceased \$ 000

TOTAL COMMUNITY VALUE: \$ 46,875.00

/2 COMMUNITY VALUE OF ESTATE: \$ 23,437.50

Sam Hawkins, deceased; that no administration is necessary and none is anticipated to be taken out upon his estate, since all of his debts and claims due ^{by} said Estate have been paid by his community surviving spouse, the affiant herein, including the costs of his illness and his funeral expenses in the amount of approximately \$1,300.00 which was paid to Clay and Clay Funeral Home of Houston, Texas. Furthermore that since the net value of the community Estate of said Sam Hawkins, deceased was less than \$25,000.00 for his community half interest there was and is no State Inheritance Tax or Federal Estate Taxes due and owing on his said Estate."

" Affiant makes this affidavit of heirship pertaining to the Estate of said Sam Hawkins, knowing and realizing that the Public in general and any Title Company may rely upon the truth of the facts and matters herein stated in passing on the title to the land or other property described herein. "

Annie L. Hawkins
Annie L. Hawkins, affiant

ML

SWORN TO and SUBSCRIBED by Annie L. Hawkins, before me, the undersigned Notary Public in and for Harris County, Texas, on this 20th day of June 1974, to certify which witness my Hand and Seal of Office.

Morris E. Ludtke
Notary Public in and for Harris County,
T E X A S

(SEAL) my commission expires 6-1-75

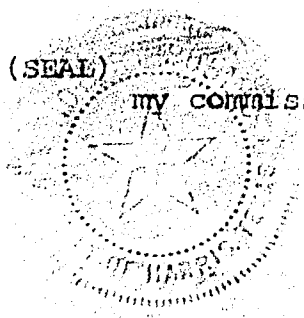
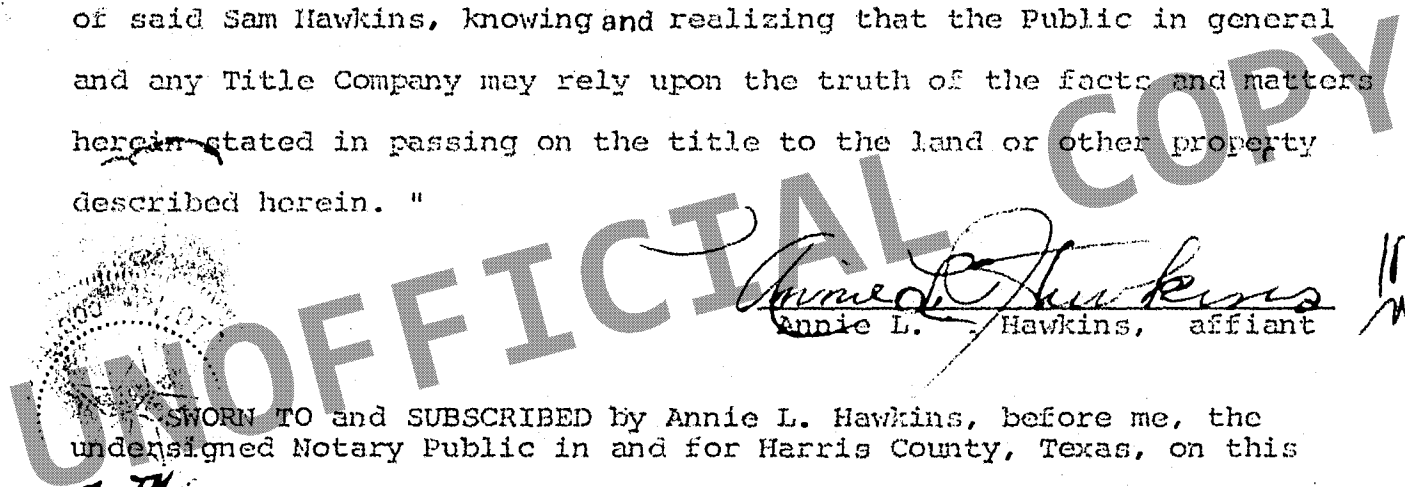
THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned Notary Public in and for Harris County, Texas, on this day personally appeared ANNIE L. HAWKINS, 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 OFFICE this the 20th day of June 1974.

Morris E. Ludtke
Notary Public in and for Harris County, TEXAS

(SEAL) my commission expires 6-1-75



each of whom having been by me duly sworn, deposes and says for himself or herself, as the case may be;

"That we have read the foregoing affidavit of heirship executed Annie L. Hawkins on the 20th day of June 1974, or that same has been read to us by the Notary Public; that we knew Sam Hawkins, who was married to said Annie L. Hawkins for more than 50 years prior to his death. That the undersigned affiants are familiar with the family history of said Sam Hawkins, deceased. That we do not have any monetary interest in his estate. We know that Sam Hawkins died intestate in Houston, Harris County, Texas, on or about November 23, 1972. That he was married to said Annie L. Hawkins at the time of his death, and had been married to her about 1922. We further know that Sam Hawkins, the deceased had no children born of his marriage to Annie L. Hawkins, his surviving widow. They did adopt and raise a daughter, namely Deborah Ann Hawkins, a niece of said Sam Hawkins. We understand that this was a legal adoption through the Courts of Harris County, Texas. The said Deborah Ann Hawkins is now married to Ronald E. Holt, and resides in Harris County, Texas. We have heard or know that Sam Hawkins was married one other time when he was a young man, which marriage was to Etta Gamble, of Houston, Texas; this marriage lasted about one year or more and was terminated by a divorce in Harris County, Texas."

" The other facts in the affidavit of Annie L. Hawkins pertaining to their community property, and the descriptions thereof are a matter of public record, and we are not familiar with the legal descriptions of their said property."

" We make this affidavit to corroborate the affidavit of said Annie L. Hawkins as to the material facts therein pertaining to the heirship and family history of said Sam Hawkins, knowing full well that the Public in general and any Title Company may and probably will rely upon the statements contained in her affidavit, attached hereto, and in our affidavit."

RECORDER'S MEMORANDUM:
The changes made on this instrument were present at the time instrument was filed and recorded.

Mrs Stella Jennings

Mrs Odessa Murray

JW
MW



SWORN TO AND SUBSCRIBED BY Mrs Stella Jennings and Mrs Odessa Murray, the affiants, before me, the undersigned Notary Public in and for Harris County, Texas, on this 2 day of July 1974, to certify which witness my hand and Seal of Office.

Soleda C. Hunt

Notary Public in and for Harris County, T E X A S

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned Notary Public in and for Harris County, Texas, on this day personally appeared

Mrs Stella Jennings and Mrs Odessa Murray both known to me to be the persons whose names are subscribed to the foregoing instrument, and each acknowledged to me that they each individually for himself or herself executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2 day of July 1974.

Soleda C. Hunt

Notary Public in and for Harris County, TEXAS

(SEAL)

COPY

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
above by me, and was duly RECORDED, in the Official
Public Records of Real Property of Harris County, Texas on

JUL 9 1974



Peterman
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED
Peterman
COUNTY CLERK
HARRIS COUNTY, TEXAS

JUL 9 2 11 PM 1974

UNOFFICIAL

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

17#1940078-
VL47

Warranty Deed with Vendor's Lien

Date: December 10, 2019

Grantor: BERNITA SIMON

Grantor's Mailing Address:

P.O. Box 802352
Houston, Tx 77280

Grantee: NKX REAL ESTATE, LLC, a Texas limited liability company

Grantee's Mailing Address: P. O. Box 13285, Houston, Texas 77219

Consideration: Ten Dollars (\$10.00) cash and one note executed by Grantee and referred to as the first-lien note. The first-lien note is payable to the order of ZLATO, LLC, a Texas limited liability company, in the principal amount of THIRTY THOUSAND and no/100 DOLLARS (\$30,000.00). The first-lien note is secured by the first and superior vendor's lien against, and superior title to the Property retained in this deed in favor of ZLATO, LLC, a Texas limited liability company, and is also secured by a first-lien deed of trust of even date from Grantee to John D. Tamburello, Trustee.

Property (including any improvements):

Lot Three (3), in Block Four (4), of F. F. CHEW ADDITION, an addition in Harris County, Texas, according to the map or plat thereof, recorded in Volume 1, Page 8, Map Records of Harris County, Texas. (More commonly known as 2115 Chew Street Houston, Texas 77020)

Exceptions to Conveyance and Warranty:

This conveyance is made subject to any and all restrictions, mineral and/or royalty reservations, covenants, maintenance or similar charges, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in force and effect, shown of record in said County, and to all zoning laws, regulations and ordinances of municipal and other

RP-2019-548443

UNOFFICIAL COPY

governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

Taxes for the current year have been prorated between the Grantor and Grantee, and the Grantee assumes the payment thereof.

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 first and superior vendor's lien against and superior title to the Property are retained in this deed for the benefit of the holder of the first-lien note, to secure Grantee's payment of the first-lien note.

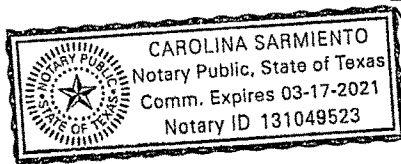
ZLATO, LLC, a Texas limited liability company, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the first lien note. The first vendor's lien on the Property is retained for the benefit of ZLATO, LLC, a Texas limited liability company, and is transferred to ZLATO, LLC, a Texas limited liability company, without recourse against Grantor.

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

Bernita Simon
Bernita Simon

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me, on this the 10 day of December, 2019, by Bernita Simon.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

Independence Title
14090 Southwest Freeway, Suite #150
Sugar Land, TX 77478

RP-2019-548443

RP-2019-548443
Pages 3
12/12/2019 11:27 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
DIANE TRAUTMAN
COUNTY CLERK
Fees \$20.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

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 Records of Real Property of Harris County, Texas.



Diane Trautman

COUNTY CLERK
HARRIS COUNTY, TEXAS

UNOFFICIAL

COPY

RP-2019-548443

GENERAL WARRANTY DEED

J20-14-2455

STATE OF TEXAS

10/22/99 101182972 U037061

\$9.00

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

For and in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and confessed, the undersigned, TONY D. CASTON, a single person, (Grantee) has granted, sold and conveyed and by these presents does grant, sell, and convey, unto BERNITA SIMON, (Grantee), all of the real property located in Harris County, Texas, more particularly defined as follows:

Lot 3, Block 4, of F. F. CHEW ADDITION, an addition in Harris County, Texas, according the map or plat thereof recorded in Volume 1, Page 8 of the Map Records of Harris County, Texas, also known as 2115 Chew Street, Houston, Texas.

TO HAVE AND TO HOLD said premises, together with all and singular all improvements, easements, rights and appurtenances thereto in anywise belonging unto the said Grantees, their heirs, administrators, executors, successors, and assigns forever, and the said Grantor hereby binds himself, his heirs, successors and assigns to warranty and forever defend all and singular the said premises unto the said Grantees, their heirs, administrators, executors successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

9
2

This conveyance is made subject to all and singular the restrictions, mineral reservations, royalties, conditions, easements, and covenants, and rights-of-way, if any, applicable to and enforceable against the above described property as reflected by the records in the office of the Harris County Clerk.

Executed and delivered as of this 15 day of Oct, 1999.

Tony D. Caston

TONY D. CASTON

10

STATE OF TEXAS
COUNTY OF HARRIS

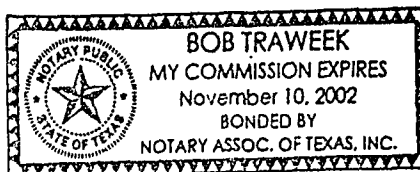
This instrument was acknowledged before me on this 15 day of Oct, 1999 by Tony D. Caston.

Bob Traweek

NOTARY PUBLIC, THE STATE OF TEXAS

Grantee's address:
5426 Triway Lane
Houston, TX 77041

FILED



After recording return to: 1999 OCT 22 AM 11:28

Bernita SIMON
5426 Triway Lane
Houston, TX 77041

Beverly B. Kaufman

COUNTY CLERK
HARRIS COUNTY, TEXAS

RECORDERS MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND CHANGES
WERE PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED.

528-74-2754

UNOFFICIAL COPY

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENT, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS }
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in File Number _____ on the date and at the time stamped herein by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

OCT 22 1999



Barbara A. Hoffman
COUNTY CLERK
HARRIS COUNTY TEXAS

Consideration:

For T E N (\$10.00) D O L L A R S in hand paid by Grantee, and other good and valuable consideration I/We have GRANTED, SOLD, ASSIGNED, AND QUITCLAIMED, the following described property to the said Grantee...

Property (including any improvements):

11
K
LOT THREE (3), in BLOCK FOUR (4) OF F. F. CHEW ADDITION, an addition in HOUSTON HARRIS COUNTY, TEXAS as per the map or plat thereof recorded in Volume 1, at Page 8, of the Map Records of HARRIS County and also known as 2115 CHEW STREET, Houston Texas. (City of Houston Tax Account # 009-238-000-0003) and which property is improved with building referenced above. D

Reservations from and Exceptions to Conveyance and Warranty:

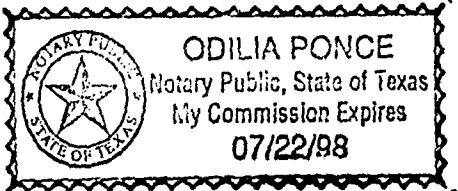
1. Any and all restrictive covenants, easements, rights of way, prior reservations of oil or gas, or minerals, or royalties, leases of every kind and description and any and all other matters affecting same as appear of record in the office of the County Clerk of Harris County, Texas
2. Further subject to knowledge of grantors and grantee of the following liens
 - a) Statutory Municipal Lien filed in Film Code # 505-58-3035 filed by City of Houston's Public Works Department 10/02/95
 - b) Lien for work or improvements filed by City of Houston under Film Code 503-14-0820, Harris County Clerk's Office on 1/13/95
 - c) Lien for Work or Improvements filed by City of Houston Public Works Department and filed under Film Code 051-76-2272 Harris County Clerk's Office on 7/08/86
3. Further subject to Waiver (by signature below) of Grantee to further inspection for Termites, etc; Lead Base Paint Notice, and GRANTEE'S ACCEPTANCE OF PROPERTY IN "AS IS" CONDITION.

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

Grantee assumes responsibility for payment of all delinquent Ad Valorem Taxes on the property.
When the context requires, singular nouns and pronouns include the plural.

by Hobert Philpott, Toni Philpott and Tony Caston, who after being duly sworn, on oath stated that each is knowledgeable of the foregoing property, the status of the liens, and "subject to," conditions, that each waive further inspections, and each absolve the attorney, Gladys R. Goffney of any past, present and future responsibility in transactions in this matter.

Odilia Ponce
Notary Public, State of Texas
Notary's name (printed): Odilia Ponce
Notary's commission expires: 7/22/98



(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 19____, by _____ of _____ a _____ corporation, on behalf of said corporation.

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

AFTER RECORDING RETURN TO:

Tony Caston
4201 Orange Street
Houston, Texas 77020

PREPARED IN THE LAW OFFICE OF:

Gladys R. Goffney
1314 Texas Ave., Suite 1412
Houston, Texas 77002
(713) 224-8860 TBA#08063500

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS HEREBY MADE UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS } 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 Records of Real Property of Harris County, Texas.

JUL 8 1998



Gladys R. Goffney
COUNTY CLERK
HARRIS COUNTY TEXAS

FILED
98 JUL -8 PM 1:54
Gladys R. Goffney
COUNTY CLERK
HARRIS COUNTY TEXAS

RECORDER'S MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.

consideration of the sum of TEN AND NO/100----- (\$10.00)-----

DOLLARS

and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of

which is hereby acknowledged, x

X
X
X
X
X
X
X
X
X

FILED
MAY 3 2 11 PM '85
Nolan Powell
COUNTY CLERK
HARRIS COUNTY TEXAS

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto

HOBERT PHILPOTT and wife, TONI PHILPOTT (herein called "Grantee")

of the County of Harris and State of Texas, all of

the following described real property in Harris County, Texas, to-wit:

Lot Three (3) in Block Four (4) of F.F. CHEW ADDITION, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 1 Page 8 of the Map Records of Harris 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 grantee s, their heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, our heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 2 day of May, A.D. 1985.

Nolan Powell
NOLAN POWELL, JR.

This instrument was acknowledged before me on the
by NOLAN POWELL, JR.

2 day of May, 1985

Doris J. Hendricks
Notary Public, State of Texas
Notary's name (printed): Doris J. Hendricks

Notary's commission expires:

DORIS J. HENDRICKS
Notary Public, State of Texas
My Commission Expires 9-17-86

(Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 19____
by _____

Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 19____
by _____
of _____
a _____ corporation, on behalf of said corporation.

Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:

AFTER RECORDING RETURN TO:

*Mrs Mrs Philpott
4742 Arvilla Lane
Houston, TX 77091*

PREPARED IN THE LAW OFFICE OF:

STATE OF TEXAS }
COUNTY OF HARRIS }

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 Records of Real Property of Harris County, Texas on

MAY 3 1985



Quita Lorchman
COUNTY CLERK,
HARRIS COUNTY, TEXAS

April 5, 2022

VIA US MAIL RRR & FIRST CLASS MAIL

Tony Caston
4201 Orange Street
Houston, Texas 77002

RE: Property: 2122 Chew Street, Houston, Texas 77020

Dear Tony:

I represent Quality Property Solutions, LLC ("QPS") who holds title to the real property located at Lot 12, Block 2, of F.F. Chew Addition, an addition in Harris County, Texas, more commonly known as 2122 Chew Street, Houston, Texas ("2122 Chew"). My client demands that you immediately release this property from a cloud to QPS's good title which interferes with QPS's use of this property. Failure to remove this cloud will result in litigation to clear title to this property, recover damages for slander of title, and recover attorney's fees expended in these endeavors from both you and your attorney.

Please allow me to explain the basis of my client's complaint. QPS acquired 2122 Chew from Bernita Simon and Carlton R. White through a general warranty deed that was recorded in the real property records of Harris County, Texas on December 7, 2021 as instrument number RP-2021-698867. Ms. Simon acquired 2122 Chew from Deborah Ann Hawkins-Holt and Ronald Holt through a general warranty deed that was recorded on June 20, 2001 as instrument number V120177. Ms. Harris acquired 2122 Chew from her mother's estate that was pending under Cause No. 156,123, *Estate of Anne L. Hawkins, Deceased*, in the Probate Court Number One, Harris County, Texas. In fact, 2122 Chew was included in the final estate accounting that was filed with that court on June 29, 1981, and which was approved by the Court on July 22, 1981.

However, on December 8, 2021, a day after QPS's deed was recorded, your attorney recorded various documents with in the real property records of Harris County that impact QPS' good title. Specifically, you filed a copy of a summary judgment order and an original petition filed in Cause No. 2020-13627, *Tony Caston v. Bernita Simon*, in the 80th District Court, Harris County, Texas in the real property records as instrument number RP-2021-701466. While QPS disputes that these documents are sufficient to perfect a judgment lien under any circumstances, it is clear that QPS recorded its good title to 2122 Chew before you recorded these documents or attempted to perfect a judgment lien. Texas law is clear: a judgment lien, when perfected, only creates a superior right to *subsequent* purchasers and lienholders. *Gordon v. West Houston, Trees, Ltd.*, 352, S.W.3d 23, 39 (Tex.App.—Houston [1st Dist.] 2011).

Exhibit 3.

Letter dated April 5, 2022 to
Tony Caston

Making matters worse, the summary judgment and original petition you recorded were intended to do much more than perfect a lien against Ms. Simon's assets and are intended to confirm your title to 2122 Chew. However, the title records establish that you never held an ownership interest in 2122 Chew as alleged but, instead, purchased a neighboring piece of property located at 2115 Chew Street, Houston, Texas. This is proven by comparing your allegations with the deed records. I call your attention to paragraphs 7, 8 and 13 of the original petition where you make reference to two distinct parcels of land. For example, in paragraph 7 you allege that the lawsuit concerns 2122 Chew, which describe by referring to the June 2001 Hawkins-Holt Deed (instrument number V120177 and discussed above). However, in the next paragraph you allege that you "conveyed title to the Property to Defendant, who is the mother of the children on October 15, 1999." These allegations clearly refer to a deed recorded as instrument number 528-74-2463 which transfers the real property located at Lot 3, Block 4, of F. F. Chew Addition, also known as 2115 Chew Street, Houston, Texas ("2115 Chew") to Ms. Simon. You make reference to 2115 Chew again in paragraph 13 when you allege that "Plaintiff purchased the property as evidenced by a deed dated July 7, 1998." That allegation refers to instrument number 519-69-3608, the July 7, 1998 warranty deed where Toni Philpott and Hobart Philpott transferred 2115 Chew to you.

In sum, you sued Ms. Simon to recover 2115 Chew, erroneously secured a judgment impacting 2122 Chew, and then filed documents clouding my client's title after it acquired good title to 2122 Chew. My client has received an offer to purchase 2122 Chew and demands that you immediately release your claims to 2122 Chew within 15 days by returning an executed copy of the enclosed partial release to me. If you do not comply with this request, the sale will fall through and you will be liable for damages caused by your slander to QPS's good title.

Very truly yours,



Kenneth A. Krohn

Enclosures

Cc: Thomas Perry, *via email*

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.

PARTIAL RELEASE OF JUDGMENT LIEN

DATE: _____, 2022

JUDGMENT CREDITOR:

Tony Caston
4201 Orange Street
Houston, Texas 77002

JUDGMENT DEBTOR:

Bernita Simon
9410 Railton Street
Houston, Texas 77080

JUDGMENT:

A summary judgment dated October 13, 2021 against Bernita Simon and in favor of Tony Caston, entered in the 80th District Court, Harris County, Texas under cause number 2020-13627 styled *Tony Caston v. Bernita Simon*.

ABSTRACT OF JUDGMENT:

There is no recorded abstract of judgment however, certified copies of the summary judgment and original petition from Cause Number 2020-13627, *Tony Caston v. Bernita Simon*, In the 80th District Court, Harris County, Texas, were recorded in the real property records of Harris County, Texas as instrument number RP-2021-701466 and described as an "ORDER" by the County Clerk.

RELEASE

Judgment Debtor releases any liens or claims to title he has against the real property located at Lot 12, Block 2 of F.F. Chew Addition, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 1, Page 8, Map Records of Harris County, Texas and more commonly known as 2122 Chew Street, Houston, Texas 77020 ("2122 Chew") as a result of the Judgment and the filing of the Abstract of Judgment. Judgment Creditor declares and acknowledges that Quality Property Solutions, LLC has acquired good title to 2122 Chew and, on the recording of this Release, the Abstract of Judgment is void and of no further effect as to 2122 Chew. Judgment Creditor does not release other liens or claims he has against Judgment Debtor.

Tony Caston

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

This instrument was acknowledged before me on _____, by Tony Caston.

Notary Public, State of Texas

PREPARED BY:

KROHN PLLC
1210 W. Clay Street, Suite 12
Houston, Texas 77019

AFTER RECORDING RETURN TO:

KROHN PLLC
1210 W. Clay Street, Suite 12
Houston, Texas 77019

Abstract of Title for 2122 Chew

Date	Document	Instrument
2021-12-08	Summary Judgment Order and Plaintiff's Original Petition filed by Tony Caston	RP-2021-701466, recorded 12/08/2021
2021-12-07	General Warranty Deed from Bernita L. Simon and Carlon R. White to Quality Property Solutions	RP-2021-698867, recorded 12/07/2021
2001-06-11	General Warranty Deed from Deborah Ann Hawkins-Holt and Ronald Holt to Bernita L. Simon	V120177, recorded on 06/20/2001
1974-06-20	Affidavit of Heirship for the heirs of Sam Hawkins	E199639, recorded on July 9, 1974

Abstract of Title for 2115 Chew

Date	Document	Instrument
2019-12-10	Warranty Deed with Vendor's Lien from Bernita Simon to NIKX Real Estate, LLC	RP-2019-548443, recorded on 12/12/2019
1999-10-15	General Warranty Deed Tony Caston to Bernita L. Simon	U037061, recorded 10/22/1999
1998-07-07	General Warranty from Toni Philpott and Hobert Philpott to Tony Caston	T129589, recorded 07/08/1998
1985-05-2	Warranty Deed from Nolan Powell to Toni Philpott and Hobert Philpott	K004393, recorded on 05/03/1985

Order

NO. 2020-13627

7

TONY CASTON
Plaintiff,

§ IN THE DISTRICT COURT

§

§

§

§

§

§

RP-2021-701466
12/08/2021 RP1 \$46.00

80TH JUDICIAL DISTRICT

v.

10/2

BERNITA SIMON
Defendant.

HARRIS COUNTY, TEXAS

ORDER ON MOTION FOR FINAL SUMMARY JUDGMENT

On _____ the Court considered the Motion for Final Summary Judgment of TONY *lee*

CASTON Plaintiff, and ORDERS Defendant to transfer title to Plaintiff, or alternatively, pay

Plaintiff for the current fair market value of the property in the amount of \$77,169.00.

SIGNED on _____

Signed: *J. J. Moore*
10/13/2021

JUDGE PRESIDING

APPROVED AS TO FORM ONLY:

Frye & Benavidez, PLLC

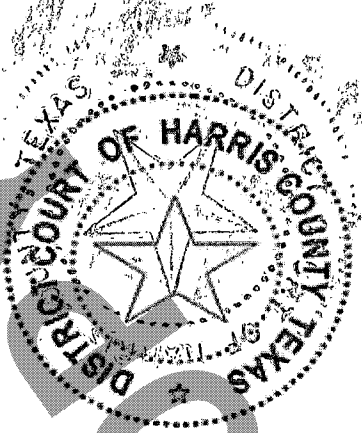
/s/ Mischa A. Montgomery

Mischa A. Montgomery
SBOT#: 24096021
3315 Mercer St.
Houston, Texas 77027
Cell: (281) 221-7169
Office: (713) 227-1717
Fax: (713) 522-2610
mmontgomery@liberatinglaw.com

Attorney for Plaintiff TONY CASTON

COPY UNOFFICIAL

RP-2021-701466



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office this December 8, 2021

Certified Document Number: 98438079

Marilyn Burgess

Marilyn Burgess, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

TRANSMITTED ELECTRONICALLY

RP-2021-701466

2020-13627 / Court: 080

NO. _____

TONY CASTON
Plaintiff,

v.

BERNITA SIMON
Defendant.

§ **IN THE DISTRICT COURT**
§
§
§ **JUDICIAL DISTRICT**
§
§
§ **HARRIS COUNTY, TEXAS**

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES TONY CASTON, hereinafter called Plaintiff, complaining of and about **BERNITA SIMON**, hereinafter called Defendant, and for cause of action would show unto the Court the following:

DISCOVERY CONTROL PLAN LEVEL

1. Plaintiff intends that discovery be conducted under Discovery Level 2.

PARTIES AND SERVICE

2. Plaintiff, **TONY CASTON**, resides at 4201 Oranger St., Houston, Texas. The last three numbers of **TONY CASTON**'s driver's license number are 467. The last three numbers of **TONY CASTON**'s social security number are 202.

3. **BERNITA SIMON** is the Defendant. Defendant may be served with process at the following address: 9410 Railton St., Houston Texas 77080 or wherever she may be found.

JURISDICTION AND VENUE

4. This is an action regarding real property, and this court has jurisdiction over the property because it is located in whole or in part in this county.
5. This Court has jurisdiction over this action based on the property the subject of this suit.

RP-2021-701466

6. Venue in Harris County is proper in this cause under Section 15.011 of the Texas Civil Practice and Remedies Code because this action involves real property as provided by said Section, and Harris County is where all or part of the real property is located.

FACTS

7. This action concerns real estate more fully described in a deed dated June 11, 2001, recorded in the Deed Records of Harris County, Texas. This real estate is hereafter referred to as "the Property," and is commonly known as a single-family dwelling with an address of 2122 Chew St., Houston, Texas 77020. The legal description of this property is as follows:

Legal Description: LT 12 BLK 2 CHEW F F.

8. Plaintiff purchased the Property for the purpose of his children Brianna Caston and Donzale Caston (hereafter referred to as "the children"), who were minors at the time. Plaintiff conveyed title to the Property to Defendant, who is the mother of the children, on October 15, 1999. Plaintiff and defendant were never married nor have they ever been married. Defendant was to hold the Property in trust for the benefit of the children as beneficiaries until the children reached age of majority. Once the children reached the age of majority and requested for the Property to be transferred to their name, Defendant declined to do so. Defendant attempted to sell the property but was unable to due to a substantial lien on the property. Plaintiff seeks to recover the value of the Property at the time it was sold or the taxes he has paid on the Property since his time of purchase.

10. Since plaintiff bought the property, Plaintiff has been the only person to exercise use of the property. Specifically, Plaintiff has paid the taxes on the property for the past 10 years. Additionally, Plaintiff maintains and pays for all maintenance and repairs to the property. Plaintiff also collects rent from the tenants who live on the property. The neighbors and tenants only know

Plaintiff as the owner of the property and have not seen or know of any other owner to the property.

11. The fair market value of the Property is fifty- nine thousand four hundred forty-two dollars (\$59,442.00).

CAUSE OF ACTION – BREACH OF FIDUCIARY DUTY

12. In order to show a resulting trust was created, the plaintiff must show that title was conveyed to one party, but the purchase price was paid by another. *Crume v. Smith*, 620 S.W.2d 212, 215 (Tex. Civ. App.—Tyler 1981, no writ). A purchase money resulting trust is implied in law and created in favor of the payor when someone, other than the person in whose name title is taken, pays the purchase price of the property. *Nolana Dev. Ass'n v. Corsi*, 682 S.W.2d 246, 250 (Tex. 1984). The parties who have paid the purchase money are equitable owners of the property, and the titleholder is a mere trustee who holds for the benefit of those that furnished the consideration. *Masterson v. Hogue*, 842 S.W.2d 696, 697 (Tex. App.—Tyler 1992, no writ). The trustee of a resulting trust stands in fiduciary relationship with the beneficiary insofar as the trust property is concerned. *Tricentrol Oil Trading, Inc. v. Annesley*, 809 S.W.2d 218, 220 (Tex. 1991). The plaintiff must also show that the transferee is not a wife, child, or other natural object of the bounty of the person by whom the purchase price was paid, or the resulting trust would not arise. *Amador v. Berrospe*, 961 S.W.2d 205, 207 (Tex. App.—Houston [1st Dist.] 1996, no writ).

13. Here, Plaintiff purchased the Property as evidenced by a deed dated July 7, 1998 recorded in the Deed Records of Harris County, Texas. Plaintiff purchased the Property for the purpose of his children who were minors at the time. Plaintiff conveyed title to the Property to Defendant as a mere trustee to hold the Property for the benefit of Plaintiff. Since Plaintiff and Defendant are not married nor have they ever been married, a fiduciary relationship between Plaintiff and Defendant was created as a result of conveyance of the Property to Defendant after

Plaintiff paid the purchase price of the Property. Defendant later acted against her fiduciary duty to Plaintiff when she sold the Property she was holding as a mere trustee and titleholder. Therefore, Defendant has breached her fiduciary duty to Plaintiff under their purchase money resulting trust establishing Defendant as trustee.

CAUSE OF ACTION – ADVERSE POSSESSION

14. Under the Texas Civil Practice and Remedies Code, Section 16.025(a) provides that a person must bring suit no later than five years after the day the cause of action accrues to recover real property held in peaceable and adverse possession by another who cultivates, uses or enjoys the property; pays applicable taxes on the property; and claims the property under a duly registered deed. Tex. Civ. Prac. & Rem. Code Ann. §16.025(a) (Vernon 2002). This section does not apply to a claim based on a forged deed or a deed executed under a forged power of attorney. *Id.* §16.025(a).

15. To prove adverse possession, the plaintiff must show proof of actual possession of the disputed real property that is open and notorious, peaceable, under a claim of right, adverse or hostile to the claim of the owner, and consistent and continuous for the duration of the statutory period. *Estrada v. Cheshire*, 470 S.W.3d 109, 123 (Tex. App.—Houston [1st Dist.] 2015)

16. Here, Plaintiff has been the only one to have cultivated, used, and enjoyed the Property since he purchased the Property, and Plaintiff has paid applicable state taxes on the Property for ten (10) years. In addition, Plaintiff has shown possession of the Property as openly, notoriously, and peaceably as he has associated himself with the tenants of the Property holding himself out as the owner. The tenants of the Property have not seen or known of any other owner to the Property aside from Plaintiff. Also, Plaintiff has entered the property with a claim of right as he claims the Property to be his own during his business with the tenants and his collection of

rent payments from them. Plaintiff's use of the Property has been hostile to Defendant as he has continued to use the Property with the exclusion of any other person as he claims the Property to be his own. Lastly, Plaintiff's use of the Property has been consistent and continuous as shown by his continuous payments of taxes on the Property and collection of rent from the tenants.

PRAYER

WHEREFORE, Plaintiff, **TONY CASTON**, respectfully prays that the Defendant be cited to appear and answer herein, and that upon a final hearing of the cause, Plaintiff be awarded judgment against defendant for breach of duty; or in the alternative, Plaintiff be awarded title to the property under adverse possession; that the court award Plaintiff costs of suit and attorney's fees in an amount determined by the court to be reasonable; and the court grant such further relief, at law and in equity, as may be deemed just and proper.

Respectfully submitted,

Frye & Benavidez, PLLC

 /s/Mischa A. Montgomery

Mischa A. Montgomery

SBOT#: 24096021

3315 Mercer St.

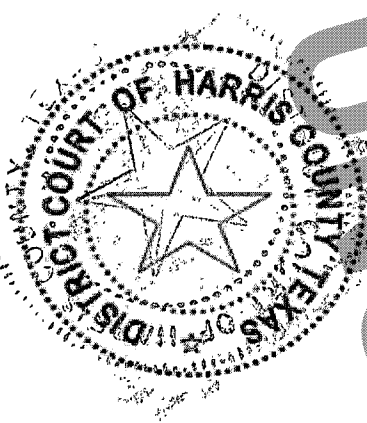
Houston, Texas 77027

Cell: (281) 221-7169

Office: (713) 227-1717

Fax: (713) 522-2610

mmontgomery@liberatinglaw.com



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this December 8, 2021

Certified Document Number: 89663385

Marilyn Burgess

Marilyn Burgess, DISTRICT CLERK
HARRIS COUNTY, TEXAS

Tony Caston

4201 Oranger st

77020

Houston Tx 77020

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In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

RP-2021-701466

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FILED FOR RECORD

12:30:39 PM

Wednesday, December 8, 2021

COUNTY CLERK, HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS
COUNTY OF HARRIS

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 Records of Real Property of Harris County Texas

Wednesday, December 8, 2021



COUNTY CLERK
HARRIS COUNTY, TEXAS

UNOFFICIAL COPY

RP-2021-701466

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED
with Third-Party Vendor's Lien

Date: December 6, 2021

Grantor: Bernita L. Simon and Carlon R. White, wife and husband

Grantee: Quality Property Solutions, LLC, a Texas limited liability company

Grantee's Mailing Address:

825 Town and Country Lane, Suite 1200
Houston, TX 77024

Consideration:

Ten and No/100 Dollars (\$10.00), good and other valuable consideration, the receipt of which is hereby acknowledged, and a note of even date executed by Grantee and payable to the order of **Robert C. Boyd, Trustee of the Boyd Family Living Trust** in the principal amount of **SIXTY-TWO THOUSAND FIVE HUNDRED WITH NO/100 DOLLARS (\$62,500.00)**. The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of **Robert C. Boyd, Trustee of the Boyd Family Living Trust** and by a first-lien deed of trust of even date from Grantee to **Doc Prep 911, trustee**.

Property (including any improvements):

Lot Twelve (12), in Block Two (2), of F.F. CHEW ADDITION, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 1, Page 8, Map Records of Harris County, Texas. Commonly known as 2122 Chew Steet, Houston, TX 77020.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Subject to all easements, right-of-ways, mineral reservations and other matters of record.

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. **Robert C. Boyd, Trustee of the Boyd Family Living Trust**, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of **Robert C. Boyd, Trustee of the Boyd Family Living Trust** and are transferred to **Robert C. Boyd, Trustee of the Boyd Family Living Trust** without recourse against Grantor.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE EXPRESS WARRANTY OF TITLE STATED ABOVE. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

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


Bernita L. Simon

Date: December 6, 2021


Carlton R. White

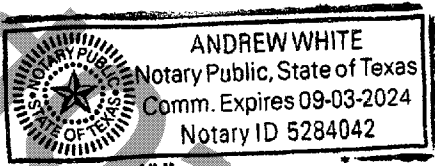
Date: December 6, 2021

STATE OF TEXAS

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COUNTY OF Harris

The foregoing instrument was acknowledged before me, the undersigned notary, on the 6 day of December, 2021 by **Bernita L. Simon.**



[Signature]

Notary Public, State of Texas

Printed Name of Notary

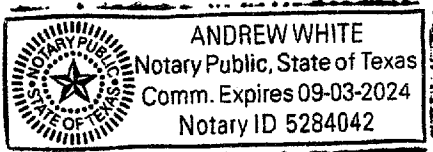
My Commission Expires

STATE OF TEXAS

§
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COUNTY OF Harris

The foregoing instrument was acknowledged before me, the undersigned notary, on the 6 day of December, 2021 by **Carlton R. White.**



[Signature]

Notary Public, State of Texas

Printed Name of Notary

My Commission Expires

AFTER RECORDING RETURN TO:

Quality Property Solutions, LLC

RP-2021-698867

UNRECORDED

RP-2021-698867
Pages 4
12/07/2021 01:13 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$26.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

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 Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2021-698867

UNOFFICIAL

Harris County

Grantee: BERNITA L. SIMON, a single woman

W

Grantee's Mailing Address:

BERNITA L. SIMON
5426 Triway Lane
Houston, Texas 77041
Harris County

Consideration:

Cash and other good and valuable consideration.

Property (including any improvements):

Real estate located at 2122 Chew Street, Houston, Texas 77020 more particularly described as Lot Twelve (12), Block Two (2), Chew F.F., Harris County, Texas.

*DA.H.H.
REH*

Reservations from Conveyance:

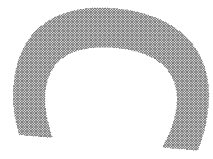
None

Exceptions to Conveyance and Warranty:

None

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.

541-15-2242



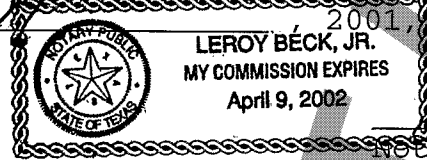
541-15-2243

Ronald Eugene Holt
RONALD HOLT

STATE OF TEXAS)

COUNTY OF HARRIS)

This instrument was acknowledged before me on June
2001, by DEBORAH ANN HAWKINS-HOLT.

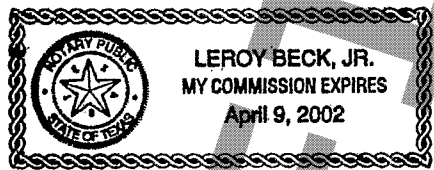


[Signature]
Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF HARRIS)

This instrument was acknowledged before me on June
2001, by RONLAD HOLT.



[Signature]
Notary Public, State of Texas

BERNITA L. SIMON
5426 Triway Lane
Houston, Texas 77041

541-15-2244

UNOFFICIAL

BERNITA L. SIMON
COUNTY CLERK
HARRIS COUNTY, TEXAS

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FILED

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
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 Records of Real Property of Harris County, Texas on

JUN 20 2001



Bernita L. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

BEFORE ME, the undersigned authority, a Notary Public in and for Harris County, Texas, on this day personally appeared ANNIE L. HAWKINS, who first having been by me duly sworn, deposes and says:

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P

"My name is Annie L. Hawkins. I am 81 years of age. I live and reside at 2200 Lockwood Drive, Houston, in Harris County, Texas; Phone No. 675 7250. I am the surviving widow of Sam Hawkins, deceased, and as such I am familiar with his family history."

" My full name is Annie Louise Hawkins, nee Annie Louise Spriggs . I was married to Sam Hawkins in Houston Texas on or about July 27th, 1922 and lived with him as his wife until his death. Sam Hawkins died intestate in Houston, Harris County, Texas on or about November 23rd, 1972 at the age of 79 years. Sam Hawkins was married only one other time during his life and that while he was a young man in about 1918 when he was married for a short time to Etta Gamble. This first marriage was terminated by divorce in about 1919 when Sam Hawkins returned from service in World War One. "

" Sam Hawkins did not have any children by either of his marriages. There was only one child adopted by Sam Hawkins and this affiant, whose name was Deborah Ann Hawkins, a blood niece to said Sam Hawkins, deceased, and who is now married to Ronald E. Holt, and now known as Deborah Hawkins Holt, of Houston, Texas. Sam Hawkins was survived by this affiant, his surviving widow and his one and only adopted daughter as named herein."

File
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770 62
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of our marriage, described as follows:

I. Lot 12 in Block 2 of the F. F. Chew Addition, in the City of Houston, Harris County, Texas, as shown by the map and plat thereof as recorded in the County Clerk's Office of Harris County, Texas; being the same property conveyed by deed from Annie Beth Towles, joined by her husband, John Towles to Sam Hawkins, as recorded in vol. 668 at page 138 Deed Records of Harris County, Texas.

TOTAL COMMUNITY VALUE of Improvements \$ 2,000.00
(40 yrs old)
TOTAL COMMUNITY VALUE OF Land 15,000.00

II. Lot 1, in Block 18, Englewood Addition in the City of Houston, Harris County, Texas, as shown by Owner's Title Certificate # 11373, from Houston Title Company, dated February 25, 1924, which is the homestead property of decedent, Sam Hawkins and his surviving spouse, Annie L. Hawkins, known as 2200 Lockwood Drive, Houston Texas.

TOTAL COMMUNITY VALUE OF Improvements \$ 3,000.00
TOTAL COMMUNITY VALUE OF Land 25,000.00

III OTHER COMMUNITY PERSONAL PROPERTY: Cash on hand 1972 . . 850.00

1. One pin watch (sentimental value) \$ 25.00

2. TOTAL COMMUNITY VALUE OF Household furniture. \$ 1,000.00

3. Three small Insurance Policies with American National Life Nos. 1057694; 19117091; and 20857941, in the amount of \$500.00 each, payable on life of Annie L. Hawkins, and Debra A. Hawkins, respectively, found in Safety Deposit Box, #1767A Houston National Bank, and being no part of Estate of Sam Hawkins, deceased \$ 000

TOTAL COMMUNITY VALUE: \$ 46,875.00

/2 COMMUNITY VALUE OF ESTATE: \$ 23,437.50

Sam Hawkins, deceased; that no administration is necessary and none is anticipated to be taken out upon his estate, since all of his debts and claims due ^{by} said Estate have been paid by his community surviving spouse, the affiant herein, including the costs of his illness and his funeral expenses in the amount of approximately \$1,300.00 which was paid to Clay and Clay Funeral Home of Houston, Texas. Furthermore that since the net value of the community Estate of said Sam Hawkins, deceased was less than \$25,000.00 for his community half interest there was and is no State Inheritance Tax or Federal Estate Taxes due and owing on his said Estate."

" Affiant makes this affidavit of heirship pertaining to the Estate of said Sam Hawkins, knowing and realizing that the Public in general and any Title Company may rely upon the truth of the facts and matters herein stated in passing on the title to the land or other property described herein. "

Annie L. Hawkins
Annie L. Hawkins, affiant

ML

SWORN TO and SUBSCRIBED by Annie L. Hawkins, before me, the undersigned Notary Public in and for Harris County, Texas, on this 20th day of June 1974, to certify which witness my Hand and Seal of Office.

Morris E. Ludtke
Notary Public in and for Harris County,
T E X A S

(SEAL) my commission expires 6-1-75

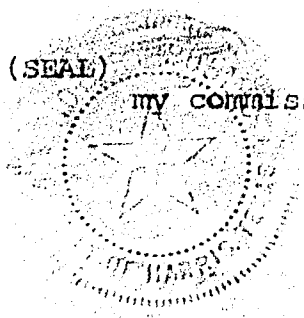
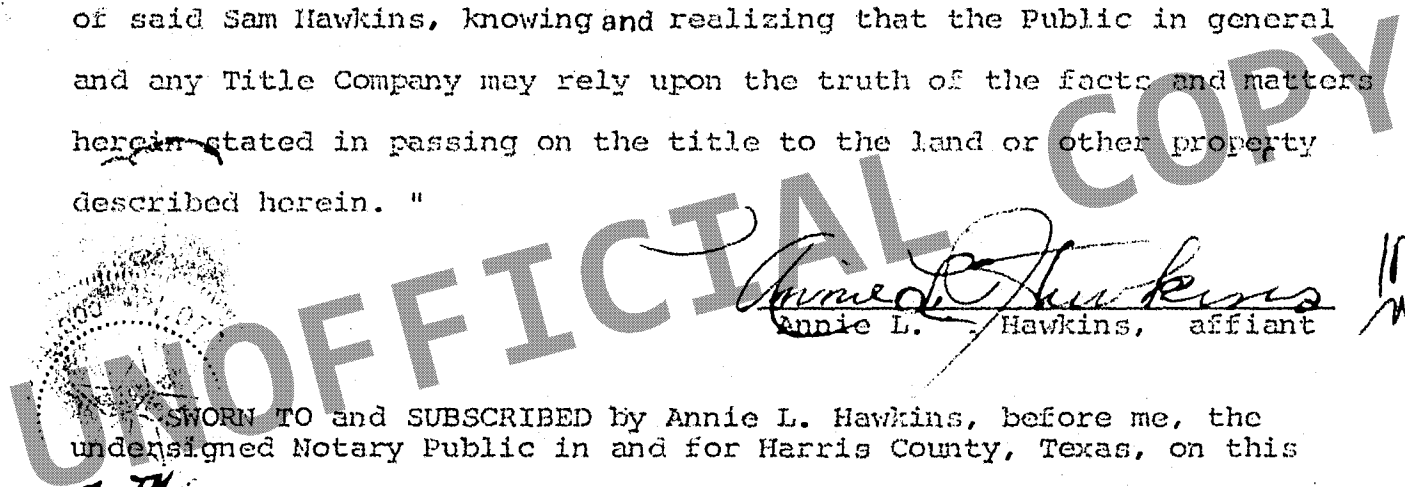
THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned Notary Public in and for Harris County, Texas, on this day personally appeared ANNIE L. HAWKINS, 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 OFFICE this the 20th day of June 1974.

Morris E. Ludtke
Notary Public in and for Harris County, TEXAS

(SEAL) my commission expires 6-1-75



each of whom having been by me duly sworn, deposes and says for himself or herself, as the case may be;

"That we have read the foregoing affidavit of heirship executed Annie L. Hawkins on the 20th day of June 1974, or that same has been read to us by the Notary Public; that we knew Sam Hawkins, who was married to said Annie L. Hawkins for more than 50 years prior to his death. That the undersigned affiants are familiar with the family history of said Sam Hawkins, deceased. That we do not have any monetary interest in his estate. We know that Sam Hawkins died intestate in Houston, Harris County, Texas, on or about November 23, 1972. That he was married to said Annie L. Hawkins at the time of his death, and had been married to her about 1922. We further know that Sam Hawkins, the deceased had no children born of his marriage to Annie L. Hawkins, his surviving widow. They did adopt and raise a daughter, namely Deborah Ann Hawkins, a niece of said Sam Hawkins. We understand that this was a legal adoption through the Courts of Harris County, Texas. The said Deborah Ann Hawkins is now married to Ronald E. Holt, and resides in Harris County, Texas. We have heard or know that Sam Hawkins was married one other time when he was a young man, which marriage was to Etta Gamble, of Houston, Texas; this marriage lasted about one year or more and was terminated by a divorce in Harris County, Texas."

" The other facts in the affidavit of Annie L. Hawkins pertaining to their community property, and the descriptions thereof are a matter of public record, and we are not familiar with the legal descriptions of their said property."

" We make this affidavit to corroborate the affidavit of said Annie L. Hawkins as to the material facts therein pertaining to the heirship and family history of said Sam Hawkins, knowing full well that the Public in general and any Title Company may and probably will rely upon the statements contained in her affidavit, attached hereto, and in our affidavit."

RECORDER'S MEMORANDUM:
The changes made on this instrument were present at the time instrument was filed and recorded.

Mrs Stella Jennings

Mrs Odessa Murray

JN
MUR



SWORN TO AND SUBSCRIBED BY Mrs Stella Jennings and Mrs Odessa Murray, the affiants, before me, the undersigned Notary Public in and for Harris County, Texas, on this 2 day of July 1974, to certify which witness my hand and Seal of Office.

Soleda C. Hunt

Notary Public in and for Harris County, T E X A S

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned Notary Public in and for Harris County, Texas, on this day personally appeared

Mrs Stella Jennings and Mrs Odessa Murray both known to me to be the persons whose names are subscribed to the foregoing instrument, and each acknowledged to me that they each individually for himself or herself executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2 day of July 1974.

Soleda C. Hunt

Notary Public in and for Harris County, TEXAS

(SEAL)

COPY

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
above by me, and was duly RECORDED, in the Official
Public Records of Real Property of Harris County, Texas on

JUL 9 1974



Peterman
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED
Peterman
COUNTY CLERK
HARRIS COUNTY, TEXAS

JUL 9 2 11 PM 1974

UNOFFICIAL

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

17#1940078-
VL47

Warranty Deed with Vendor's Lien

Date: December 10, 2019

Grantor: BERNITA SIMON

Grantor's Mailing Address:

P.O. Box 802352
Houston, Tx 77280

Grantee: NKX REAL ESTATE, LLC, a Texas limited liability company

Grantee's Mailing Address: P. O. Box 13285, Houston, Texas 77219

Consideration: Ten Dollars (\$10.00) cash and one note executed by Grantee and referred to as the first-lien note. The first-lien note is payable to the order of ZLATO, LLC, a Texas limited liability company, in the principal amount of THIRTY THOUSAND and no/100 DOLLARS (\$30,000.00). The first-lien note is secured by the first and superior vendor's lien against, and superior title to the Property retained in this deed in favor of ZLATO, LLC, a Texas limited liability company, and is also secured by a first-lien deed of trust of even date from Grantee to John D. Tamburello, Trustee.

Property (including any improvements):

Lot Three (3), in Block Four (4), of F. F. CHEW ADDITION, an addition in Harris County, Texas, according to the map or plat thereof, recorded in Volume 1, Page 8, Map Records of Harris County, Texas. (More commonly known as 2115 Chew Street Houston, Texas 77020)

Exceptions to Conveyance and Warranty:

This conveyance is made subject to any and all restrictions, mineral and/or royalty reservations, covenants, maintenance or similar charges, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in force and effect, shown of record in said County, and to all zoning laws, regulations and ordinances of municipal and other

RP-2019-548443

UNOFFICIAL COPY

governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

Taxes for the current year have been prorated between the Grantor and Grantee, and the Grantee assumes the payment thereof.

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 first and superior vendor's lien against and superior title to the Property are retained in this deed for the benefit of the holder of the first-lien note, to secure Grantee's payment of the first-lien note.

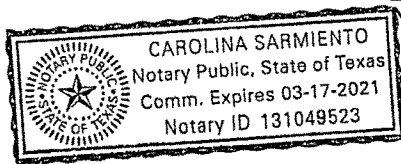
ZLATO, LLC, a Texas limited liability company, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the first lien note. The first vendor's lien on the Property is retained for the benefit of ZLATO, LLC, a Texas limited liability company, and is transferred to ZLATO, LLC, a Texas limited liability company, without recourse against Grantor.

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

Bernita Simon
Bernita Simon

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me, on this the 10 day of December, 2019, by Bernita Simon.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

Independence Title
14090 Southwest Freeway, Suite #150
Sugar Land, TX 77478

RP-2019-548443

RP-2019-548443
Pages 3
12/12/2019 11:27 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
DIANE TRAUTMAN
COUNTY CLERK
Fees \$20.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

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 Records of Real Property of Harris County, Texas.



Diane Trautman

COUNTY CLERK
HARRIS COUNTY, TEXAS

UNOFFICIAL

COPY

RP-2019-548443

GENERAL WARRANTY DEED

J20-14-2455

STATE OF TEXAS

10/22/99 101182972 U037061

\$9.00

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

For and in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and confessed, the undersigned, TONY D. CASTON, a single person, (Grantee) has granted, sold and conveyed and by these presents does grant, sell, and convey, unto BERNITA SIMON, (Grantee), all of the real property located in Harris County, Texas, more particularly defined as follows:

Lot 3, Block 4, of F. F. CHEW ADDITION, an addition in Harris County, Texas, according the map or plat thereof recorded in Volume 1, Page 8 of the Map Records of Harris County, Texas, also known as 2115 Chew Street, Houston, Texas.

TO HAVE AND TO HOLD said premises, together with all and singular all improvements, easements, rights and appurtenances thereto in anywise belonging unto the said Grantees, their heirs, administrators, executors, successors, and assigns forever, and the said Grantor hereby binds himself, his heirs, successors and assigns to warranty and forever defend all and singular the said premises unto the said Grantees, their heirs, administrators, executors successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

9
2

This conveyance is made subject to all and singular the restrictions, mineral reservations, royalties, conditions, easements, and covenants, and rights-of-way, if any, applicable to and enforceable against the above described property as reflected by the records in the office of the Harris County Clerk.

Executed and delivered as of this 15 day of Oct, 1999.

Tony D. Caston

TONY D. CASTON

10

STATE OF TEXAS
COUNTY OF HARRIS

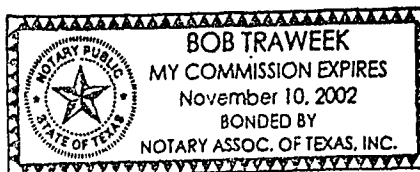
This instrument was acknowledged before me on this 15 day of Oct, 1999 by Tony D. Caston.

Bob Traweek

NOTARY PUBLIC, THE STATE OF TEXAS

Grantee's address:
5426 Triway Lane
Houston, TX 77041

FILED



After recording return to: 1999 OCT 22 AM 11:28

Bernita SIMON
5426 Triway Lane
Houston, TX 77041

Beverly B. Kaufman

COUNTY CLERK
HARRIS COUNTY, TEXAS

RECORDERS MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND CHANGES
WERE PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED.

528-74-2754

UNOFFICIAL COPY

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENT, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS }
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in File Number _____ on the date and at the time stamped herein by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

OCT 22 1999



Barbara A. Hoffman
COUNTY CLERK
HARRIS COUNTY TEXAS

Consideration:

For T E N (\$10.00) D O L L A R S in hand paid by Grantee, and other good and valuable consideration I/We have GRANTED, SOLD, ASSIGNED, AND QUITCLAIMED, the following described property to the said Grantee...

Property (including any improvements):

11
K
LOT THREE (3), in BLOCK FOUR (4) OF F. F. CHEW ADDITION, an addition in HOUSTON HARRIS COUNTY, TEXAS as per the map or plat thereof recorded in Volume 1, at Page 8, of the Map Records of HARRIS County and also known as 2115 CHEW STREET, Houston Texas. (City of Houston Tax Account # 009-238-000-0003) and which property is improved with building referenced above. D

Reservations from and Exceptions to Conveyance and Warranty:

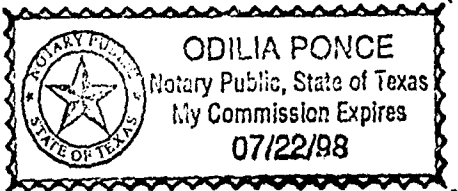
1. Any and all restrictive covenants, easements, rights of way, prior reservations of oil or gas, or minerals, or royalties, leases of every kind and description and any and all other matters affecting same as appear of record in the office of the County Clerk of Harris County, Texas
2. Further subject to knowledge of grantors and grantee of the following liens
 - a) Statutory Municipal Lien filed in Film Code # 505-58-3035 filed by City of Houston's Public Works Department 10/02/95
 - b) Lien for work or improvements filed by City of Houston under Film Code 503-14-0820, Harris County Clerk's Office on 1/13/95
 - c) Lien for Work or Improvements filed by City of Houston Public Works Department and filed under Film Code 051-76-2272 Harris County Clerk's Office on 7/08/86
3. Further subject to Waiver (by signature below) of Grantee to further inspection for Termites, etc; Lead Base Paint Notice, and GRANTEE'S ACCEPTANCE OF PROPERTY IN "AS IS" CONDITION.

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

Grantee assumes responsibility for payment of all delinquent Ad Valorem Taxes on the property.
When the context requires, singular nouns and pronouns include the plural.

by Hobert Philpott, Toni Philpott and Tony Caston, who after being duly sworn, on oath stated that each is knowledgeable of the foregoing property, the status of the liens, and "subject to," conditions, that each waive further inspections, and each absolve the attorney, Gladys R. Goffney of any past, present and future responsibility in transactions in this matter.

Odilia Ponce
Notary Public, State of Texas
Notary's name (printed): Odilia Ponce
Notary's commission expires: 7/22/98



(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 19____, by _____ of _____ a _____ corporation, on behalf of said corporation.

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

AFTER RECORDING RETURN TO:

Tony Caston
4201 Orange Street
Houston, Texas 77020

PREPARED IN THE LAW OFFICE OF:

Gladys R. Goffney
1314 Texas Ave., Suite 1412
Houston, Texas 77002
(713) 224-8860 TBA#08063500

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS HEREBY REPEALED AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS } COUNTY OF HARRIS } 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 Records of Real Property of Harris County, Texas.

JUL 8 1998



Gladys R. Goffney
COUNTY CLERK
HARRIS COUNTY TEXAS

FILED
98 JUL -8 PM 1:54
Gladys R. Goffney
COUNTY CLERK
HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND CHANGES
WERE PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED.

consideration of the sum of TEN AND NO/100----- (\$10.00)-----

DOLLARS

and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of

which is hereby acknowledged, x

X
X
X
X
X
X
X
X
X

Nolan Powell
COUNTY CLERK
HARRIS COUNTY TEXAS

MAY 3 2 11 PM '85

FILED

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto

HOBERT PHILPOTT and wife, TONI PHILPOTT (herein called "Grantee")

of the County of Harris and State of Texas, all of

the following described real property in Harris County, Texas, to-wit:

Lot Three (3) in Block Four (4) of F.F. CHEW ADDITION, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 1 Page 8 of the Map Records of Harris 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 grantee s, their heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, our heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 2 day of May, A.D. 1985.

Nolan Powell
NOLAN POWELL, JR.

This instrument was acknowledged before me on the
by NOLAN POWELL, JR.

2 day of May, 1985

Doris J. Hendricks

Notary Public, State of Texas
Notary's name (printed): Doris J. Hendricks

Notary's commission expires:

DORIS J. HENDRICKS
Notary Public, State of Texas
My Commission Expires 9-17-86

(Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 19____
by _____

Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 19____
by _____
of _____
a _____ corporation, on behalf of said corporation.

Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:

AFTER RECORDING RETURN TO:

*Mrs Mrs Philpott
4742 Arvilla Lane
Houston, TX 77091*

PREPARED IN THE LAW OFFICE OF:

STATE OF TEXAS }
COUNTY OF HARRIS }

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 Records of Real Property of Harris County, Texas on

MAY 3 1985



Quita L. Lohmeier
COUNTY CLERK,
HARRIS COUNTY, TEXAS