

**GENERAL WARRANTY DEED**

Date: June 3, 2003

Grantor: **CORPUS CHRISTI FINANCE CORPORATION**  
A Texas Nonprofit Corporation

Grantor's Mailing Address:  
3701 Ayers Street  
Corpus Christi, Texas 78415

Grantee: **THANKSGIVING HOMES**  
A Texas Public Nonprofit Corporation

Grantee's Mailing Address:  
3701 Ayers Street  
Corpus Christi, Texas 78415

Consideration:  
Cash and other good and valuable consideration.

Property (including any improvements):

A tract of land containing 5.89 acres, more or less, out of Lot 1 Oso Farm Tracts, a map of which is recorded in Volume A, Page 49, Map Records of Nueces County, Texas, being more particularly described as follows:

Beginning at a 5/8 inch iron rod set on the South boundary line of Lamont Street (60.00 feet wide) for the Northeast corner of Lot 22, Block 7, Park Terrace Unit 2, a map of which is recorded in Volume 24, Page 47 of said Map Records and for the Northwest corner of this tract;

THENCE S 61°28'35" E, along the South line of Lamont Street, parallel to the centerline thereof and 30.00 feet distant there from, measured at right angles thereto, 500.55 feet to a 5/8 inch iron rod set for the Northeast corner of this tract;

THENCE, leaving said South line of Lamont Street, S 29°00'00" W 512.61 feet to a 5/8 inch iron rod set forth in then Southeast corner of this tract;

THENCE, N 61°28'35" W 500.55 to a 5/8 inch iron rod set for the Southwest corner of this tract;

THENCE N 29°00'00" E, at 6.00 feet pass the Southeast subdivision corner of said Park Terrace Unit 2 and continuing along the East subdivision line of said Block 7, Park Terrace Unit 2, in all a distance of 512.61 feet to the POINT OF BEGINNING.

Reservations from Conveyance:

Easements, roads, rights of way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason

of the creation, establishment, maintenance, and operation of any Nueces County governmental entity.

Conditions of Conveyance:

The further covenant, consideration and condition that the following restrictions shall in all things be observed, followed and complied with:

- (a) The above-styled realty, or any part thereof, shall not be used in the operation of, or in conjunction with any school or other situation of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above-described realty, or any part thereof, shall not be used in the operation or in conjunction with, any school or other institution of learning, study or instruction, which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew or encourage, a dual school system.

These restrictions and conditions shall be binding upon Grantee, and its successors and assigns, for a period of fifty (50) years from the date hereof, and in case of a violation of either or both of the above-restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the Grantor herein and its successors, this instrument shall be null and void, and Grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of Grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

**THE PROPERTY IS SOLD, CONVEYED AND DELIVERED BY GRANTOR TO GRANTEE, AND ACCEPTED BY GRANTEE, AS IS, WITH ALL ITS FAULTS, IN ITS CURRENT CONDITION, REPAIR, OPERATION, AND APPEARANCE, AND WITHOUT ANY WARRANTIES BY GRANTOR, EXPRESS OR IMPLIED, WITH RESPECT TO CONDITION (INCLUDING ENVIRONMENTAL CONDITIONS), DEFECTS, HABITABILITY OR FITNESS FOR ANY PURPOSE. GRANTEE, BY ACCEPTING DELIVERY OF THIS DEED, AGREES THAT GRANTEE IS NOT RELYING ON ANY STATEMENT, COVENANT, REPRESENTATION, OR WARRANTY WHICH IS NOT EXPRESSLY CONTAINED HEREIN.**

On May 20, 2003, a General Warranty Deed was filed as Document #2003025867 in the Official Records of Nueces County, Texas, which purported to convey title to the Property from the Corpus Christi Finance Corporation to the Thanksgiving Homes Corporation. However, on May 19, 2003, the date of execution of the General Warranty Deed, the Corpus Christi Finance Corporation was not a corporation in Good Standing with the Secretary of State, since its Charter had been revoked. This General Warranty Deed serves to replace the prior deed that was ineffective to convey title from the Corpus Christi Finance Corporation.

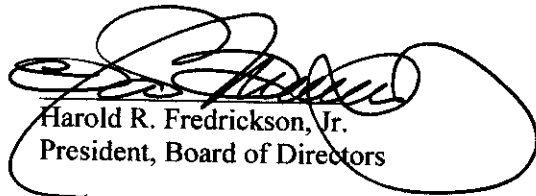
Grantor does warrant and represent that Grantor has full authority to convey the Property, which is the subject of this transaction.

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.

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

**CORPUS CHRIST FINANCE CORPORATION**

By:

  
Harold R. Fredrickson, Jr.  
President, Board of Directors

STATE OF TEXAS }

COUNTY OF NUECES }

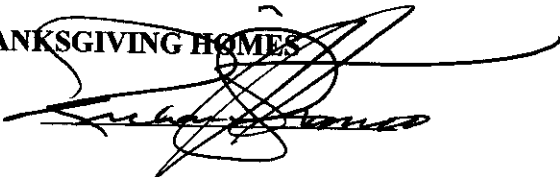
This instrument was acknowledged before me on June 3, 2003, by Harold R. Fredrickson, Jr., as President of the Board of Directors, of the Corpus Christi Finance Corporation.

  
Notary Public, State of Texas

AGREED TO AND ACCEPTED BY:

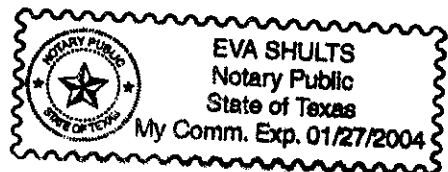
**THANKSGIVING HOMES**

By:



**PREPARED BY:**

Janene Forster, Attorney at Law  
Bar No. 07264300  
3701 Ayers Street  
Corpus Christi, Texas 78415  
Phone: (361) 889-3348



**AFTER RECORDING RETURN TO:**

Attention: Janene Forster  
Corpus Christi Housing Authority  
3701 Ayers Street  
Corpus Christi, Texas 78415

General Warranty Deed-Lamont  
CC Finance Corp to Thanksgiving Homes

Doc# 2003028900  
# Pages 4  
06/04/2003 02:28:02 PM  
Filed & Recorded in  
Official Records of  
NUECES COUNTY  
ERNEST M. BRIONES  
COUNTY CLERK  
Fees \$15.00

STATE OF TEXAS  
COUNTY OF NUECES

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  
Nueces County, Texas



*Ernest M. Briones*  
COUNTY CLERK  
NUECES COUNTY, TEXAS

Any provision herein which restricts the Sale, Rental or use  
of the described REAL PROPERTY because of Race, Color  
Religion, Sex, Handicap, Familial Status or National Origin, is  
Invalid and unenforceable under FEDERAL LAW, 3/12/89

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