CORRECTION GENERAL WARRANTY DEED

Date: April 14, 2003

Grantor: Corpus Christi Independent School District

Grantor's Mailing Address: 801 Leopard Street

P.O. Box 110

Corpus Christi, Texas 78403-0110

Grantee: Corpus Christi Finance 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 therefrom, 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 the Southeast corner of this tract;

THENCE, N 61°28'35" W 500.55 feet 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 past 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.

For Grantor's and Grantor's successors, a reservation of one-half (1/2) of the oil, gas, and other minerals that are owned by Grantor.

Conditions of the 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 institution 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 of 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.

WHEREAS, by instrument entitled "General Warranty Deed", dated June 20, 2002, filed of record as Document No. 2002032247, in the Official Records of Nueces County, Texas, Corpus Christi Independent School District, acting by and through Vicki Rothschild, President of the Board of Trustees of the School District, conveyed to the Housing Authority of the City of Corpus Christi, a public corporation of the State of Texas the Property described above;

WHEREAS, the contents and recitals set forth in such General Warraty Deed were in all respects correct with the exception of some typographical errors and the reference to the Grantee, which was erroneously declared to have been the Housing Authority of the City of Corpus Christi, a public corporation of the State of Texas;

WHEREAS, the purchase of the Property was not the act and deed of the Housing Authority of the City of Corpus Christi, nor were funds of the Housing Authority of the City of Corpus Christi used to purchase the Property; but said purchase was the act and deed of a not-for profit public corporation formed by the Housing Authority of the City of Corpus Christi known as the Corpus Christi Finance Corporation; and

WHEREAS, the undersigned, desiring to clarify the record and desiring furthermore to ratify and confirm the conveyance of the Property to the **Corpus Christi Finance Corporation**, a public not-for-profit corporation formed by the Housing Authority of the City of Corpus Christi, NOW THEREFORE,

KNOW ALL MEN BY THESE PRESENTS:

THAT the **Corpus Christi Independent School District**, acting by and through the President of its Board of Trustees, as Grantor, has executed and delivered, and does hereby execute and deliver this instrument for the purpose of ratifying and confirming the conveyance of the above-described Property to the **Corpus Christi Finance Corporation**, a public not-for-profit corporation of the State of Texas.

This instrument has been given for the purpose of correcting typographical errors contained in the document entitled "General Warranty Deed" dated June 20, 2002, made and executed by the said **Corpus Christi Independent School District**, conveying the Property to the Housing Authority of the City of Corpus Christi, which has been filed of record as Document No. 2002032247, in the Official Records of Nueces County, Texas; and this instrument shall relate back to and be effective as of the date of such original General Warranty Deed.

Grantor, for the consideration and subject to the Reservations from Conveyance, the Conditions of the Conveyance, and exceptions to warranty contained in said General Warranty Deed and recited herein, hereby ratifies and confirms the conveyance to the Corpus Christi Finance Corporation, 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 assignees 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.

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

The effective date of this instrument shall be the 20th day of June, 2002, the date the original General Warranty Deed was executed.

CORPUS CHRISTI INDEPENDENT

SCHOOL DISTRICT

Vicki Rothschild, President Board of Trustees

STATE OF TEXAS

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COUNTY OF NUECES

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This instrument was acknowledged before me on ARIL 16, 2003 by VICKI ROTHSCHILD as President of the Board of Trustees, Corpus Christi Independent School District.



Notary Public, State of Texas

Morrica A. Jalinas

AGREED TO AND ACCEPTED BY:

HOUSING AUTHORITY OF THE CITY OF CORPUS CHRISTI

By: Richard Franco

Executive Directo

CORPUS CHRISTI FINANCE CORPORATION

Harold R. Fredrickson,

President

Prepared Jointly By:

Janene Forster, Attorney at Law Bar No. 07264300 Corpus Christi Housing Authority 3701 Ayers Street Corpus Christi, Texas 78415

Randall Meredith, Attorney at Law Bar No. 00784591 Corpus Christi Independent School District 801 Leopard Street P.O. Box 110 Corpus Christi, Texas 78403-0110

AFTER RECORDING RETURN TO:

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

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 Nueces County, Texas

COUNTY CLERK

NUECES COUNTY, TEXAS

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