

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.

RESOLUTION AUTHORIZING TAX RESALE

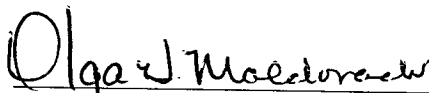
WHEREAS, by Sheriff's Sale conducted on 2nd day of November, 2021, the property described below was struck-off to Cameron County, Trustee, pursuant to a delinquent tax foreclosure decree of the 107th Judicial District Court, Cameron County, Texas, and

WHEREAS, the sum of \$3,000.00 has been tendered by DM4 Realty Investments, LLC of Cameron County for the purchase of said property pursuant to Section 34.05, Texas Tax Code Ann. (Vernon, 1982);

NOW, THEREFORE, BE IT RESOLVED by the City Commissioners of La Feria that its Mayor Olga H. Maldonado, be and that they are hereby authorized to execute a tax resale deed on behalf of this district conveying to DM4 Realty Investments, LLC all of the right, title, and interest of the city, and all other taxing units interested in the tax foreclosure judgment in the following described real property located in Cameron County, Texas

**South 1/2 of Lot 8, Block E, Original Townsite to the City of La Feria, Cameron County, Texas, as described in Volume 550, Page 227, Deed Records of Cameron County, Texas.
(Acct #29-5940-0050-0081-00)**

PASSED AND APPROVED this 8 day of February, 20 22.



Olga H. Maldonado
Mayor

ATTEST:



Amanda Morales
City Secretary

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TAX RESALE DEED

STATE OF TEXAS

X

X KNOW ALL MEN BY THESE PRESENTS

COUNTY OF CAMERON

X

That CAMERON COUNTY, CITY OF LA FERIA, and LA FERIA INDEPENDENT SCHOOL DISTRICT, acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$3,000.00 cash in hand paid by

**DM4 Realty Investments, LLC
3607 N 34th Lane
McAllen, TX 78501**

hereinafter called grantee(s), DM4 Realty Investments, the receipt of which is acknowledged and confessed, has quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Suit No. 2017-DCL-04248, Cameron County, City of La Feria, And La Feria Independent School District vs. Doroteo Rebolledo, Et Al**, in the district court of said county, said property being located in Cameron County, Texas, and described as follows:

**South 1/2 of Lot 8, Block E, Original Townsite to the City of La Feria, Cameron County, Texas, as described in Volume 550, Page 227, Deed Records of Cameron County, Texas.
(Account #29-5940-0050-0081-00)**

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

SUBJECT however to the following covenant, condition and restrictions:

(a) The above described 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 of, 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, renews or encourage a dual school system.

These restrictions and conditions shall be binding upon grantee and grantee's successors, assigns, heirs and personal representatives for a period of fifty (50) years from the date hereof.

The foregoing restrictions and the other covenants hereafter set out are covenants running with the land, and each and every parcel thereof, and shall be fully binding upon any person, firm, partnership, corporation, trust, church, club, governmental body, or other organization or entity whatever (whether private or governmental in nature), without limitation hereinafter acquiring any estate, title, interest or property in said land, whether by descent, devise, purchase or otherwise; and no act or omission upon the part of grantor herein, its successors and assigns, shall be a waiver of the operation or enforcement of such restrictions; but neither restriction shall be construed to be a condition subsequent or special limitation on the estate thereby conveyed.

It is further covenanted, that third party beneficiaries of the restrictions set forth above shall be as follows:

- (1) As to the restrictions set out in (a) above, any person prejudiced by its violation;
- (2) As to the restriction set out in (b) above, any public school district or any person prejudiced by its violation; and
- (3) As to either or both of the restriction set out in (a) and (b) above, the United States of America, as plaintiff, and the America G.I. Forum, the League of United Latin American Citizens (LULAC), and the National Association for the Advancement of Colored People (NAACP), as intervenors, in U.S. v. Texas, Civil Action No. 5281, Tyler Division, U.S. District Court, Eastern District of Texas; reported in U.S. v. Texas, 321 F. Supp. 1043 (E.D. Tex. 1970); U.S. v. Texas, 330 F. Supp. 235 (E.D. Tex 1971); aff'd with modifications sub. nom. U.S. v. State of Texas and J. W. Edgar, et al., 447 F2d 441 (5 Cir. 1971); stay den. sub. nom. Edgar v. U.S., 404 U.S. 1206 (1971); cert den. 404 U.S. 1016 (1972).

It is further covenanted that in case of violation of either or both of the above restrictions, any of the third party beneficiaries above alluded to is authorized and empowered to prosecute proceedings at law or in equity against any person, firm, partnership, corporation, trust, church, club, governmental body or other organization or entity whatever (whether private or governmental in nature), without limitation:

- (A) To enforce either or both of such restrictions relating to the use of the above-described realty;
- (B) To abate or prevent violations of either or both of such restrictions; and
- (C) To recover damages for a breach of either or both such restrictions.

It is further covenanted, that if any third party beneficiary referred to above shall prosecute proceedings at law or in equity for the aforesaid purposes, such third party beneficiary may recover reasonable attorney's fees from the violator or violators of either or both of such restrictions, if the Court finds that the proceedings were necessary to bring about compliance therewith.

Taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to any existing right of redemption remaining in the former owner of the property under the provisions of law and also subject to any recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

THIS SALE IS BEING CONDUCTED PURSUANT TO STATUTORY OR JUDICIAL REQUIREMENTS. BIDDERS WILL BID ON THE RIGHTS, TITLE, AND INTERESTS, IF ANY, OWNED BY THE DEFENDANT(S) IN SUCH SUIT(S) IN AND TO THE REAL PROPERTY OFFERED.

THE PROPERTY IS SOLD AS IS, WHERE IS, AND WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED. NEITHER THE COUNTY NOR THE SHERIFF'S DEPARTMENT OR CONSTABLE WARRANTS OR MAKES ANY REPRESENTATIONS ABOUT THE PROPERTY'S TITLE, CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. BUYERS ASSUME ALL RISKS.

IN SOME SITUATIONS, A LOT OF FIVE ACRES OR LESS IS PRESUMED TO BE INTENDED FOR RESIDENTIAL USE. HOWEVER, IF THE PROPERTY LACKS WATER OR WASTEWATER SERVICE, THE PROPERTY MAY NOT QUALIFY FOR RESIDENTIAL USE. A POTENTIAL BUYER WHO WOULD LIKE MORE INFORMATION SHOULD MAKE ADDITIONAL INQUIRIES OR CONSULT WITH PRIVATE COUNSEL.

ESTA VENTA SE REALIZA CONFORME A LOS REQUISITOS ESTATUTARIOS O JUDICIALES. LOS POSTORES LICITARAN POR LOS DERECHOS, TITULOS E INTERESES, SI FUESE EL CASO, DE LA PROPIEDAD INMUEBLE QUE SE OFRECE.

LA PROPIEDAD SE VENDE TAL CUAL, DONDE SE ENCUENTRE Y SIN NINGUNA GARANTIA EXPRESA O IMPLICITA. NI EL CONDADO NI EL DEPARTAMENTO DEL ALGUACIL GARANTIZAN O REALIZAN ALGUNA DECLARACION RESPECTO AL TITULO, CONDICION, HABITABILIDAD, COMERCIALIZACION O APTITUD PARA UN PROPOSITO PARTICULAR. LOS COMPRADORES SE RESPONSABILIZAN POR TODOS LOS RIESGOS.

EN ALGUNAS SITUACIONES, UN LOTE DE CINCO ACRES O MENOS SE PRESUME QUE SE DESTINA PARA USO RESIDENCIAL. SIN EMBARGO, SI LA PROPIEDAD CARECE DE SERVICIOS DE AGUA POTABLE O ALCANTARILLADO, LA PROPIEDAD PUEDE NO CALIFICAR PARA USO RESIDENCIAL. SI UN COMPRADOR POTENCIAL DESEA MAS INFORMACION DEBE PREGUNTAR O CONSULTAR A UN ASESOR PRIVADO.

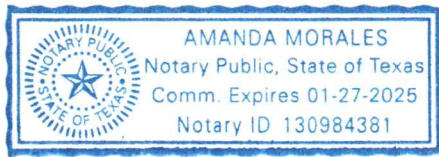
IN TESTIMONY WHEREOF City of La Feria has caused these presents to be executed this 8 day of February, 2022

BY: *Olga H. Maldonado*
Olga H. Maldonado
Mayor

STATE OF TEXAS X

COUNTY OF CAMERON X

This instrument was acknowledged before me on this 18 day of February, 2022, by Olga H. Maldonado, Mayor, for the City of La Feria.



Amanda Morales
Printed Name: Amanda Morales
Notary Public, State of Texas
My Commission Expires: 1-27-2025