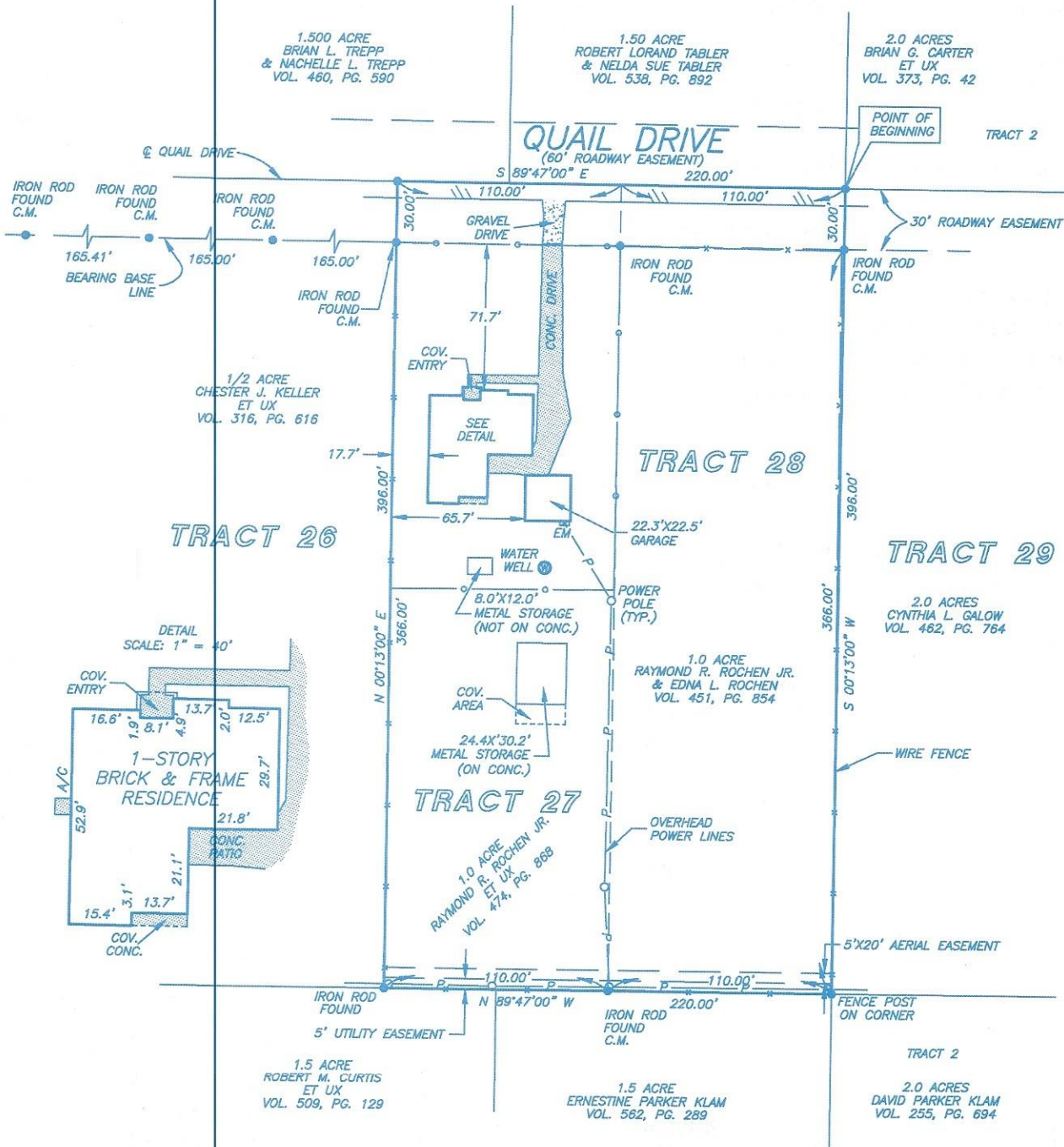


GF NO. 000332994 CHICAGO TITLE
 ADDRESS: 29015 QUAIL DRIVE
 KATY, TEXAS 77493
 BORROWER: EUSEBIO M. SALAZAR AND
 ESTELLA SALAZAR

2.000 ACRES TRACT 27 & 28 SECTION A, MONTECITO SUBDIVISION

AN UNRECORDED SUBDIVISION SITUATED IN THE
 H. & T. C. RR. COMANY SURVEY, SECTION 109, BLOCK 1,
 ABSTRACT NO. 171, WALLER COUNTY, TEXAS

SCALE: 1" = 80'



NOTE: RIGHT OF WAY EASEMENT GRANTED TO LONE STAR GAS AS PER VOL. 203, PG. 626, W.C.D.R.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND. THAT THIS PLAT CORRECTLY

STATE OF TEXAS §
 §
 §
 §
 §
COUNTY OF WALLER §

Being a tract or parcel containing 2.000 acres of land being Tract 27 and 28, Section A, Montecito Subdivision an unrecorded subdivision situated in the H. & T. C. R.R. Company Survey, Section 109, Block 1, Abstract Number 171, Waller County, Texas, being that same called 1.0 acre tract (Tract 28) of record in Volume 451, Page 854 of the Waller County Deed Records, (W.C.D.R.) and the same called 1.0 acre tract (Tract 27) of record in Volume 474, Page 868, W.C.D.R., said 2.000 acre tract being more particularly described as follows with all bearings referenced to said Tract 28:

Beginning at the common northeast corner to said Tract 28, the herein described tract, the northwest corner to that certain called 2.0 acre tract (Tract 29) of record in Volume 462, Page 764, W.C.D.R., in the centerline of Quail Drive (60 feet roadway easement);

Thence, South 00°13'00" West, at 30.00 feet passing an iron rod found in the south line of said Quail Drive, in all a distance of 396.00 feet to a fence corner found for the common southeast corner to said Tract 28, the herein described tract, the southwest corner to said 2.0 acre tract and the northeast corner to that certain called 1.5 acre tract of record under in Volume 562, Page 289, W.C.D.R.;

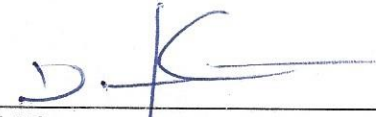
Thence, North 89°47'00" West, at 110.00 feet passing an iron rod found for the common south corner to said Tract 27 and Tract 28, in all a distance of 220.00 feet to an iron rod found for the common southwest corner to said Tract 27, the herein described tract and the southeast corner to that certain called ½ acre tract (Tract 26) of record in Volume 316, Page 616, W.C.D.R.;

Thence, North 00°13'00" East, at 366.00 feet passing an iron rod found in the south line of said Quail Drive, in all a distance of 396.00 feet to the common northwest corner to said Tract 27, the herein described tract, the northeast corner to said Tract 26, in the centerline of said Quail Drive;

Thence, South 89°47'00" East, along said centerline, at 110.00 feet passing the common north corner to said Tract 27 and Tract 28, in all a distance of 220.00 feet to the Point Of Beginning and containing 2.000 acres of land.

See drawing attached





Daniel King
Professional Land Surveyor, No. 4764
April 30, 2003
Job No. 03-03751

LENDER: CHASE MANHATTAN MORTGAGE CORPORATION

LOAN #53213969/1532139691

04/30/03

PROPERTY ADDRESS: 29015 QUAIL DRIVE, KATY, TX 77493

SIGNATURE CERTIFICATION/AFFIDAVIT

I HEREBY CERTIFY THAT I, EUSEBIO M SALAZAR, DO SIGN MY NAME AS FOLLOWS. THIS IS MY TRUE AND ACCURATE SIGNATURE:

Eusebio M Salazar

BORROWER EUSEBIO M SALAZAR

State of _____

County of _____

Sworn and Subscribed before me, a notary for the Jurisdiction given this 1st day of May 2003



Ginger Connor

Notary Public

My Commission Expires: _____

THIS IS TO CERTIFY THAT I HAVE REVIEWED THE SIGNATURE ON THE ABOVE CAPTIONED BORROWER AND HE/SHE HAS CONSISTENTLY SIGNED HIS/HER NAME ON ALL DOCUMENTS WITHIN OUR FILE AS HE/SHE DID ON THE NOTE.

Lender Representative _____ Title

NAME AFFIDAVIT

Complete if AKA (also known as) is required.

THIS IS TO CERTIFY THAT:

& _____ ARE ONE AND THE SAME PERSON. THIS NAME AFFIDAVIT IS COMPLETED IN CONNECTION WITH DOCUMENTS TO OBTAIN A FIRST MORTGAGE LOAN ON THE SUBJECT PROPERTY.

Please sign each way name appears.

BORROWER: _____

BORROWER: _____

BORROWER: _____

LENDER: CHASE MANHATTAN MORTGAGE CORPORATION

LOAN #53213969/1532139691

04/30/03

PROPERTY ADDRESS: 29015 QUAIL DRIVE, KATY, TX 77493

SIGNATURE CERTIFICATION/AFFIDAVIT

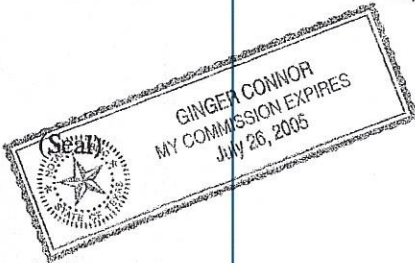
I HEREBY CERTIFY THAT I, ESTELLA P SALAZAR, DO SIGN MY NAME AS FOLLOWS. THIS IS MY TRUE AND ACCURATE SIGNATURE:

Estella P Salazar
BORROWER ESTELLA P SALAZAR

State of _____

County of _____

Sworn and Subscribed before me, a notary for the Jurisdiction given this 1st day of May 2003



Ginger Connor
Notary Public

My Commission Expires: _____

THIS IS TO CERTIFY THAT I HAVE REVIEWED THE SIGNATURE ON THE ABOVE CAPTIONED BORROWER AND HE/SHE HAS CONSISTENTLY SIGNED HIS/HER NAME ON ALL DOCUMENTS WITHIN OUR FILE AS HE/SHE DID ON THE NOTE.

Lender Representative Title

NAME AFFIDAVIT

Complete if AKA (also known as) is required.

THIS IS TO CERTIFY THAT:

& _____ ARE ONE AND THE SAME PERSON. THIS NAME AFFIDAVIT IS COMPLETED IN CONNECTION WITH DOCUMENTS TO OBTAIN A FIRST MORTGAGE LOAN ON THE SUBJECT PROPERTY.

Please sign each way name appears.

BORROWER:

BORROWER:

BORROWER:

LENDER: **CHASE MANHATTAN MORTGAGE CORPORATION**
 BORROWER(S) OR SPOUSE OF BORROWER: **EUSEBIO M. SALAZAR and ESTELLA P. SALAZAR**
 LOAN AMOUNT: **\$140,000.00**
 PROPERTY: **29015 QUAIL DRIVE, KATY, TEXAS 77493**
 LOAN NO: **53213969**
 DATE OF LOAN: **APRIL 30, 2003**

MINERAL RIGHTS ACKNOWLEDGMENT AND AGREEMENT

Borrower(s) is executing this Mineral Rights Acknowledgment and Agreement as a material inducement to Lender to make Borrower(s) the above-referenced Loan secured by liens on the above-referenced Property.

Borrower(s) understands that the Property may be subject to mineral development rights, the exercise of which could result in a taking or damage to any or all of the Property. Borrower(s) further understands that the party desiring to exercise its mineral development rights may give notice of its intention to exercise such rights and may be liable to Borrower(s) for reimbursement of any taking or any damage to the Property resulting from its exercise of such mineral development rights.

Borrower(s) hereby agrees to immediately give written notice to Lender, (1) at the Lender's address as set forth in the Deed of Trust securing the above-referenced Loan, or (2) at such other place as any noteholder of the note may direct Borrower(s) in writing, from time to time, of any action or proposed action to be taken in connection with the development of mineral rights in, on or around the Property. Borrower(s) further agrees that if there is (1) any taking or damage to the Property and (2) if any reimbursement or compensation is paid for such taking or damage, then such reimbursement or compensation shall be paid directly to the Lender or noteholder if different from Lender, to reduce the principal balance of the Note evidencing this Loan, and any and all charges accruing thereon including the interest, so long as the above-referenced Loan remains outstanding and unsatisfied.

Further, Borrower(s) agrees that Borrower(s) will neither consent to nor execute any documents to transfer, convey, assign, sell, or lease any mineral development rights on said Property to any person or entity during the term of this Loan.

Borrower(s) agrees to defend, indemnify and hold Lender, its successors or its assigns from any and all loss, damage or expense arising from or related to the Borrower(s) not giving Lender, its successors or its assigns, proper and timely notice of any exercise or threatened exercise of mineral development rights by any person or entity.

Borrower(s) hereby acknowledges that Borrower(s) have read this Agreement and fully understand its terms and implications and Borrower(s) is executing it the same day as the herein described Note and Deed of Trust, as a material inducement to Lender and noteholder to make the Loan on this Property.

Nothing herein is intended to conflict with any provision of the Note or Deed of Trust, but is to be an amplification thereof.

There is no current surface activity in connection with oil, gas or mineral exploration or production within a distance of 500 feet from any boundary of said Property.

Failure to comply with the terms hereof shall constitute a default of this agreement and the Note and Deed of Trust being executed concurrently herewith.

Eusebio M. Salazar

EUSEBIO M. SALAZAR

Estella P. Salazar

ESTELLA P. SALAZAR

1st day of *May*, 2003, by *Eusebio M. & Estella P. Salazar* this the _____

My Commission Expires:



Ginger Connor

 Notary Public

 Notary's Name (Printed)

THE STATE OF TEXAS §

COUNTY OF *Harris* §

This instrument was acknowledged before me on the *1st* day of *May*, 2003, by