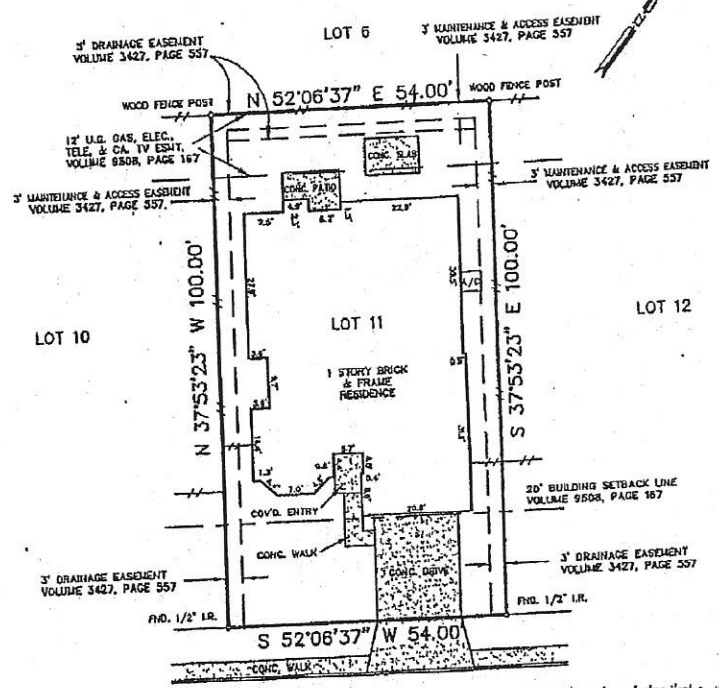


*Ed F. Melcher*

BEARINGS BASED ON PLAT RECORDED IN VOLUME 9508, PAGE 167 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS

SCALE: 1" = 50'



**VIBRANT OAK**  
50' WIDE R.O.W.

We hereby acknowledge that this plat has been provided and reviewed by us  
*Edward F. Melcher*  
*Gabriela W. Meyer*

LEGEND  
PROPERTY CORNER  
WOOD FENCE

BUYER: EDWARD F. MELCHER & GABRIELA W. MEYER  
ADDRESS: 2411 VIBRANT OAK  
SAN ANTONIO, BEXAR COUNTY, TEXAS  
SURVEY FOR: LAWYERS TITLE  
OF # 1226000387

RESTRICTIONS:  
VOL. 3427, PG. 557  
VOL. 3638, PG. 1072  
VOL. 3952, PG. 1  
REAL PROPERTY RECORDS  
OF BEXAR COUNTY, TEXAS.



**SURVEY PLAT OF**  
LOT 11, BLOCK 2, N.C.B.  
17326, THE GARDENS OF  
CANYON OAKS SUBDIVISION,  
PLANNED UNIT DEVELOPMENT,  
IN THE CITY OF SAN ANTONIO,  
BEXAR COUNTY, TEXAS,  
ACCORDING TO PLAT THEREOF  
RECORDED IN VOLUME 9508,  
PAGES 165-168, DEED AND  
PLAT RECORDS OF BEXAR  
COUNTY, TEXAS.

**C&W**  
**Surveying**  
P.O. Box 682202  
San Antonio, TX 78268  
210-613-2097  
210-690-8241 Fax

I, Kevin Roy Wilson, Registered Professional Land Surveyor number 5787, do hereby certify that a survey was made on the ground, under my supervision, on date of Sept. 27, 2008, of the property hereon described, and I do declare there are no conflicts known to me except as shown.

### SURVEY RECEIPT AND ACKNOWLEDGMENT WITH HOLD HARMLESS

Date: **July 6, 2011**  
Borrower(s): **Gabriela W. Melcher**  
Property Address: **2411 Vibrant Oak**  
**San Antonio, TEXAS 78232**  
Lender: **Gardner Financial Services, Ltd.**

I/We hereby certify that I/we have received a copy of the Survey by GAW  
dated Sept 27, 2011 and am/are aware of and  
accept the encroachments, easements, limitations and/or conditions thereon. I/We are aware of the following adverse conditions as  
related to the above described property:

I further certify that I am not relying on any representations or warranties of **Gardner Financial Services, Ltd.**, Lender, as to the  
condition of the title or existence of any easements or encroachments thereon. I hereby save and hold the Lender harmless from any  
and all costs, damages and expenses in any way arising from the existence of the aforementioned encroachments, easements,  
limitations, and/or conditions and do hereby release Lender from any liabilities arising in any manner therefrom.

Gabriela W. Melcher 7/12/11 \_\_\_\_\_  
Date Date

**T-47 Texas Survey Affidavit as to  
Improvements and Encroachments**

Date: July 11, 2011                      GF No. 6071NC  
Name of Affiant(s): Gabriela W. Melcher  
Address of Affiant: 2411 Vibrant Oak, San Antonio, TX 78232  
Description of Property: 2411 Vibrant Oak, San Antonio, TX 78232  
County Bexar, Texas  
Name of Title Company: Trinity Title of Texas, LLC

Before me, the undersigned notary for the State of Texas, personally appeared Affiant(s) who after by me being duly sworn stated:

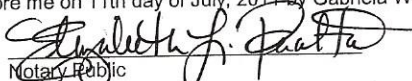
1. We are the owners of the Property. (Or state other basis for knowledge by Affiant(s) of the Property, such as lease management, neighbor, etc. For example, "Affiant is the manager of the Property for the record title owners.")
2. We are familiar with the property and the improvements located on the Property.
3. We are closing a transaction requiring title insurance and the proposed insured owner or lender has requested area and boundary coverage in the title insurance policy(ies) to be issued in this transaction. We understand that the Company may make exceptions to the coverage of the title insurance as Company may deem appropriate. We understand that the owner of the property, if the current transaction is a sale, may request a similar amendment to the area and boundary coverage in the Owner Policy of Title Insurance upon payment of the promulgated premium.
4. To the best of our actual knowledge and belief, since SEPTEMBER 27, 2006 there have been no:
  - a. construction projects such as new structures, additional buildings, rooms, garages, swimming pools or other permanent improvements or fixtures;
  - b. changes in the location of boundary fences or boundary walls;
  - c. construction projects on immediately adjoining property(ies) which encroach on the Property;
  - d. conveyances, replattings, easement grants and/or easement dedications (such as a utility line) by any party affecting the Property.

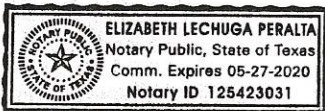
EXCEPT for the following (If None, Insert "None" Below):  
NONE

5. We understand that Title Company is relying on the truthfulness of the statements made in this affidavit to provide the area and boundary coverage and upon the evidence of the existing real property survey of the Property. This Affidavit is not made for the benefit of any other parties and this Affidavit does not constitute a warranty or guarantee of the location of improvements.
6. We understand that we have no liability to Title Company or the title insurance company that will issue the policy(ies) should the information in this Affidavit be incorrect other than information that we personally know to be incorrect and which we do not disclose to the Title Company.

  
\_\_\_\_\_  
Gabriela W. Melcher

This instrument was acknowledged before me on 11th day of July, 2011 by Gabriela W. Melcher

  
\_\_\_\_\_  
Notary Public





**CLOSING ACKNOWLEDGMENT AND DISCLOSURE FORM  
(LoanTransaction)**

**DATE: July 8, 2011**

**GF NO.: 6071NC**

**TITLE COMPANY: Trinity Title Texas, LLC**

**BORROWER(S): Gabriela W. Melcher**

**LENDER: Gardner Financial Services, Ltd.**

**PROPERTY: 2411 Vibrant Oak, San Antonio, TX 78232**

By initialing one or more of the following items as may be appropriate for this transaction, each BORROWER and/or BORROWER acknowledges his understanding of the disclosures being made by TITLE COMPANY and affirms the representations made by them to TITLE COMPANY as indicated. Each such disclosure or representation may jointly benefit both TITLE COMPANY and its title insurance underwriter. Singular reference to "BORROWER" and "Borrower" includes multiple individuals/entities identified above. Any numbered item not applying to this transaction should be crossed out.

Borrower's Initials  GW M  
**1. ACCEPTANCE OF PROPERTY.** BORROWER accepts the Property in its present condition, acknowledges that TITLE COMPANY has not made any representations as to the condition of the Property, and releases and holds harmless TITLE COMPANY from any and all liability in regard to the condition of the Property.

Borrower's Initials  GW M  
**2. UNSURVEYED PROPERTY.** BORROWER understands an up-to-date survey of the Property has NOT been done in connection with this transaction and that the Mortgagee Policy to be issued to LENDER will NOT provide title insurance coverage against encroachment of improvements, boundary conflicts, or other matters that would be disclosed by a current survey. TITLE COMPANY has not attempted to determine if the PROPERTY lies in a special flood hazard area, and TITLE COMPANY has not made any representations concerning proximity of the Property in relation to any flood-plain or flood hazard area. BORROWER is advised that information concerning special flood hazard areas may be available from county or municipal offices, a qualified surveyor, a land-engineering company, or a private flood-plain consultant.

Borrower's Initials  GW M  
**3. ACCEPTANCE OF SURVEY.** BORROWER has received and reviewed a copy of the survey of the Property to be used in connection with this transaction and accepts the same subject to any and all easements, encroachments, conflicts and discrepancies shown thereon. BORROWER hereby releases and holds harmless TITLE COMPANY from any liability in regard to any and all survey matters. BORROWER further acknowledges that TITLE COMPANY has made no representations, guarantees, or affirmations as to the sufficiency or adequacy of said survey, or the consequences of the matters shown on said survey.

Borrower's Initials  GW M  
**4. LIEN(S) PAYOFF.** BORROWER(S) hereby acknowledge and understand that the payoff information (loan balance, late charges, interest, reserve account information, etc.) relative to any loan payoff shown on the settlement statement were provided to TITLE COMPANY by the Lender(s) and TITLE COMPANY does not guarantee, and is not liable for, the accuracy of said payoff information. In the event the payoff amount(s) shown on the settlement statement are not sufficient to pay off/assume the lien(s): (i) BORROWER agrees to immediately deliver to TITLE COMPANY the additional funds necessary to complete the full pay off of said lien(s), and BORROWER hereby indemnifies and holds harmless TITLE COMPANY from any and all liability in regard to the pay off of said lien(s); and/or

Additionally, in the event the payoff amount(s) are not sufficient as noted above, BORROWER hereby authorizes the Lender(s) to deduct from the applicable loan impound/reserve account(s) any additional amount(s) necessary to complete the full pay off of said lien(s).

Borrower's Initials  GW M  
**5. NON-SIMULTANEOUS ESCROW CLOSING.** BORROWERS hereby acknowledge and understand that in the event BORROWERS execute transaction documents and deposit funds into escrow at different times: (i) TITLE COMPANY will not disburse transaction funds, or deliver transaction documents out of escrow until all closing requirements have been satisfied (including any lender imposed loan closing instructions); (ii) The transaction shall not be considered "closed" until all required transaction documents have been executed by all necessary parties, and transaction funding has occurred; and (iii) If for any reason "closing" does not occur as defined above, TITLE COMPANY will not release or deliver any transaction documents out of escrow, and will not disburse any transaction funds. However, TITLE COMPANY may deliver transaction documents and disburse transaction funds upon the unanimous joint written consent of BORROWER.

Borrower's Initials

GWM  
\_\_\_\_\_

**6. PRIOR YEAR TAXES PAID.** BORROWER certifies all taxes for prior years have been paid in full. The undersigned BORROWER further agrees to reimburse TITLE COMPANY for any and all unpaid taxes, penalties, interest and reasonable attorneys fees due to taxes being due and/or unpaid as determined by the appropriate taxing authorities. BORROWER further agrees that any default in prior payment of property taxes, either current or delinquent, will on demand be promptly reimbursed by BORROWER to TITLE COMPANY.

Borrower's Initials

GWM  
\_\_\_\_\_

**7. ERRORS AND OMISSIONS.** In the event that any of the documents prepared in connection with the closing of this transaction contain errors which misstate or inaccurately reflect the true and correct terms, conditions and provisions of this closing, and the inaccuracy or misstatement is due to a clerical error or to a unilateral mistake on the part of TITLE COMPANY, or a mutual mistake on the part of TITLE COMPANY and/or the and/or the BORROWER, and BORROWER agree to execute, in a timely manner, such correction documents as TITLE COMPANY may deem necessary to remedy such inaccuracy or misstatement.

Borrower's Initials

GWM  
\_\_\_\_\_

**8. BUSINESS AFFILIATIONS:** Trinity Title of Texas, LLC, may use eTRCo, LLC, to electronically record your documents. Trinity Title of Texas, LLC, and eTRCo, LLC, are under the common control of ET Investments, LLC.

BORROWER (S):

*Gabriela W. Melcher*  
Gabriela W. Melcher

Address: 2411 Vibrant Oak, San Antonio TX 78232

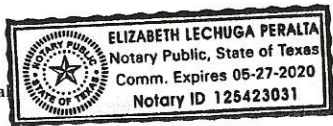
Home Phone: \_\_\_\_\_

Business Phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Subscribed and sworn before me this July 11, 2011 by Gabriela W. Melcher.

*Elizabeth Lechuga Peralta*  
Notary Public, State of Texas



Notary Seal

State of Texas

County of BEXAR

This Instrument was acknowledged before me on July 11, 2011 by Gabriela W. Melcher.

\_\_\_\_\_  
Notary Public, State of Texas

# MARITAL STATUS AFFIDAVIT

STATE OF TX }

}

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR }

BEFORE ME, the undersigned authority, on this day personally appeared, to me personally known to be a credible person, who after being by me first duly sworn according to law, did depose and state as follows:  
(Affiant should complete appropriate boxes and initial on the line provided before the number.)

1. At the present time, my marital status is: SINGLE

2. This is to certify that my marital status has not changed since the date of acquisition of the below referenced property.

3. This is to certify that my marital status has changed since the date of acquisition of the below referenced property as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. the below referenced property is:

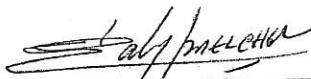
HOMESTEAD X NOT HOMESTEAD \_\_\_\_\_

5. My homestead address is:

2411 Vibrant Oak, San Antonio, TX 78232

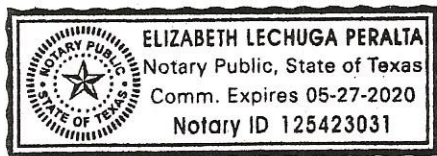
LEGAL DESCRIPTION REFERENCED IN #2, #3, AND #4:

**Lot 11, Block 2, New City Block 17326, THE GARDENS OF CANYON OAKS  
SUBDIVISION, PLANNED UNIT DEVELOPMENT, City of San Antonio, Bexar County,  
Texas, according to plat recorded in Volume 9508, Page(s) 165-168, Deed and Plat Records,  
Bexar County, Texas.**



Gabriela W. Melcher

This instrument was acknowledged before me on 11th day of July, 2011 by Gabriela W. Melcher

  
Notary Public