

**TRUSTEE'S DEED**

**Effective Date:** April 1, 2003

**Grantor:** Wayne Fuquay, in his capacity as Trustee of the Liquidating Creditors' Trust, the trust created by and existing pursuant to the Liquidating Creditors' Trust Agreement dated as of March 31, 1995, by and among D&A Realty, Inc., as Debtor in Bankruptcy Case No. 92-21915-L-11, Wayne Fuquay, as the Chapter 11 Trustee, and Wayne Fuquay, as the Liquidating Trustee

**Grantor's Mailing Address (including county):** P.O. Box 820969, Houston, Harris County, Texas 77282

**Grantee:** United Independent School District as Trustee for itself and for Webb County, Webb County Road and Bridge, and the City of Rio Bravo

**Grantee's Mailing Address (including county):** 3501 E. Saunders, Laredo, Webb County, Texas 78041

**Consideration:** A full valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, and the full satisfaction of ad valorem tax delinquencies (including penalties, interest and attorneys' fees) owed on the Property and other properties of Grantor and the compromise of delinquent taxes on other properties of the Grantor, all pursuant to the Order (as hereinafter defined)

**Property (including any improvements):** That certain tract of land (the "Land") in Webb County, Texas, more particularly described in Exhibit "A," attached hereto and made a part hereof for all purposes, together with all of Grantor's rights in and to the following: all improvements, equipment, fixtures, water and water rights, timber, crops, mineral interests located on or related to the Land; contract rights, accounts, commitments and general intangibles (including, without limitation, trademarks, trade names and symbols) arising from or by virtue of any transactions related to the Land; all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Land; all streets, roads, public places, easements and rights-of-way, existing or proposed, public or private, adjacent to or used in connection with, belonging or pertaining to the Land; all rights, hereditaments and appurtenances pertaining to the foregoing; and other interests of every kind and character of Grantor in the Land (the Land and the interests described herein are collectively referred to herein as the "Property").

**Reservations from Conveyance:** NONE

**Exceptions to Conveyance and Warranty:** Liens securing payment of all standby fees, taxes and assessments assessed against the Property by any taxing authority, and subsequent taxes and assessments by any taxing authority for prior years due to

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change in land usage or ownership; rights of parties in possession; all easements of record in Webb County, Texas, or visible or apparent on the ground; and all reservations, covenants, conditions, restrictions, oil and gas leases, and outstanding mineral or royalty interests which are in effect and apply to the Property.

For the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, Grantor grants, sells, and conveys to Grantee all of Grantor's right, title and interest in and to the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold all of the Grantor's right, title and interest in and to the Property to Grantee, Grantee's successors or assigns forever, subject to the matters herein stated.

This Trustee's Deed is executed, delivered and accepted pursuant to and in accordance with the Order Granting the Liquidating Trustee's Motion to Dissolve and Terminate Trust, Disburse Trust Assets, and Discharge Trustee, entered on March 28, 2003, by the United States Bankruptcy Court for the Southern District of Texas, Laredo Division, in Bankruptcy Case No. 92-21915-L-11 (the "Order").

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS CONVEYANCE IS MADE WITHOUT ANY WARRANTY, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF TITLE. IT IS UNDERSTOOD THAT THE PROPERTY IS BEING CONVEYED "AS-IS," "WHERE-IS," AND WITH ALL FAULTS, WHETHER LATENT OR PATENT AND THAT NO WARRANTIES OF ANY NATURE ARE TO BE IMPLIED IN THIS TRANSACTION, INCLUSIVE OF, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. GRANTEE ACKNOWLEDGES AND AGREES THAT THE GRANTOR HAS NOT MADE, AND DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY THEREOF; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON; (D) THE COMPLIANCE OF ANY OF THE PROPERTY OR ITS OPERATIONS, OR OF ANY OPERATIONS BY GRANTEE, WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY; (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OF THE PROPERTY, OR THE MATERIALS OR LABOR INCORPORATED THEREIN; (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY; OR (I) THE IMPACT OF ANY CURRENT, FUTURE OR CONTEMPLATED ZONING ORDINANCES. IT IS SPECIFICALLY ACKNOWLEDGED

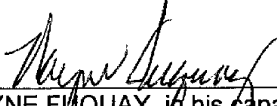
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THAT THE GRANTOR HAS NOT MADE AND DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS, ANY REPRESENTATION REGARDING COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS AND/OR ANY RULES OR REGULATIONS PROMULGATED THEREUNDER.

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

Executed to be effective as of the Effective Date.

**GRANTOR:**



WAYNE FUQUAY, in his capacity as Trustee of the Liquidating Creditors' Trust, the trust created by and existing pursuant to the Liquidating Creditors' Trust Agreement dated As of March 31, 1995, by and among D&A Realty, Inc., as Debtor in Bankruptcy Case No. 92-21915-L-11, Wayne Fuquay, as the Chapter 11 Trustee, and Wayne Fuquay, as the Liquidating Trustee

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THE STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 31<sup>st</sup> day of March, 2003, by Wayne Fuquay, in his capacity as Trustee of the Liquidating Creditors' Trust, the trust created by and existing pursuant to the Liquidating Creditors' Trust Agreement dated as of March 31, 1995, by and among D&A Realty, Inc., as Debtor in Bankruptcy Case No. 92-21915-L-11, Wayne Fuquay, as the Chapter 11 Trustee, and Wayne Fuquay, as the Liquidating Trustee.



Emily Albrecht  
Notary Public, State of Texas

EXHIBIT "A"

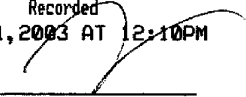
That certain 2.4102 acre unplatted tract of land along the Rio Grande River in the Rio Bravo Annex Subdivision, a subdivision in Webb County, Texas, according to the map or plat thereof recorded in Volume 9, Page 24, Plat Records of Webb County, Texas [UISD Account No. 95110002940].

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Recorded  
APR. 01, 2003 AT 12:10PM

Signed:   
MARGIE R. IBARRA  
COUNTY CLERK

Fee Amount: \$18.00

**AFTER RECORDING, PLEASE RETURN TO:**

Bickerstaff, Heath, Smiley, Pollan, Keever & McDaniel, L.L.P.  
1700 Frost Bank Plaza  
816 Congress Avenue  
Austin, Texas 78701-2443  
Attn: Jo Lyn Kallison

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