

RESOLUTION 12-30

**A RESOLUTION OF THE CITY OF COMMERCE AUTHORIZING THE MAYOR TO
SELL DELINQUENT PROPERTIES AND SETTING AN EFFECTIVE DATE.**

WHEREAS, the City of Commerce; Hunt County and Hunt Memorial Hospital District and Commerce Independent School District became, pursuant to a Sheriff's/Constable's Sale for delinquent taxes, the owner, in trust for the taxing entities, of a certain tract of land described in the attached Exhibit "A" and incorporated herein; and

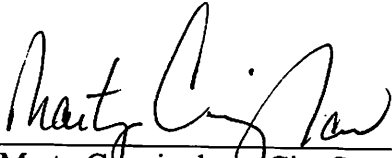
WHEREAS, an offer has been made to purchase the property, and the City of Commerce acting on behalf of itself and as Trustee for Hunt County, Hunt Memorial Hospital District and Commerce Independent School District wishes to accept the offer of Jocotal LLC Series A to purchase the property for \$7,963.46 and

WHEREAS, the funds received pursuant to this sale shall be distributed according to the Texas Property Tax Code, and shall constitute payment in full of all taxes, penalties and interest due all taxing entities herein named.

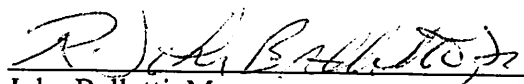
Be it therefore **RESOLVED** that the City of Commerce hereby authorizes John Ballotti, Mayor of the City of Commerce to sign the Deed without Warranty on behalf of the City of Commerce, and as Trustee for Hunt County and Hunt Memorial Hospital District and Commerce Independent School District.

PASSED AND ADOPTED this 21st day of August, 2012.

ATTEST:


Marty Cunningham, City Secretary

CITY OF COMMERCE:


John Ballotti, Mayor

DEED WITHOUT WARRANTY

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HUNT §

THAT the CITY OF COMMERCE (the "CITY") a political subdivision of the State of Texas, for and in consideration of the sum of \$7963.46 , the receipt of which is hereby acknowledged, on behalf of itself and as trustee for the HUNT COUNTY and HUNT MEMORIAL HOSPITAL DISTRICT and COMMERCE INDEPENDENT SCHOOL DISTRICT hereby grants, sells and conveys to JOCOTAL LLC, Series A (the "GRANTEE"), and does grant, sell and convey, subject to the terms, conditions, provisions, and restrictions herein set forth unto GRANTEE the following described real property situated in Hunt County, Texas (the "PROPERTY"), to wit:

Situating in the County of Hunt, State of Texas,
KNIGHT JOHN ADDITION, BLOCK 1, LOT 15,16, (AKA LOT 13 OF BLK 3) AND
BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN
VOLUME 1086 PAGE 529 AND CONSTABLE DEED FILED AS DOCUMENT # 2012-6960
IN THE DEED RECORDS OF HUNT COUNTY TEXAS. -49684

KNIGHT JOHN ADDITION, BLOCK 1, LOT 17 AND BEING MORE
PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 1086
PAGE 529 AND CONSTABLE DEED FILED AS DOCUMENT # 2012-6960 IN THE DEED
RECORDS OF HUNT COUNTY, TEXAS - 49686

This conveyance is made and accepted subject to: (i) any and all outstanding minerals, mineral leases, restrictions, covenants, conditions and easements, to the extent that they are in force and effect; to the extent that they are applicable and enforceable; (iii) any and all easements, rights of way and encroachments, including any utilities buried beneath the surface of the ground; and (iv) all rights of parties in possession of any part of the PROPERTY.

GRANTEE EXPRESSLY ACCEPTS THE PROPERTY IN AN "AS IS" CONDITION, WITH ALL OF ITS FAULTS, IF ANY. GRANTEE RELEASES ALL CLAIMS AND CAUSES OF ACTION, AT LAW OR IN EQUITY, GRANTEE MAY HAVE AGAINST THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES. GRANTEE ALSO RELEASES THE COUNTY AND ALL OTHER RELEVANT TAXING AUTHORITIES, THEIR OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION IN CONNECTION WITH THE PURCHASE OF THE PROPERTY, AND ITS SALE TO GRANTEE. THIS RELEASE IS BINDING UPON GRANTEE'S SUCCESSORS, AND ASSIGNS. GRANTEE REPRESENTS THAT IT HAS HAD SUFFICIENT OPPORTUNITY REPRESENTATION OR DISCLOSURE BY THE COUNTY IN CONNECTION WITH ITS PURCHASE. GRANTEE IS LIABLE FOR THE PRO RATA 2011 PROPERTY TAXES FUTURE YEARS WHILE GRANTEE OWNS THE PROPERTY. GRANTEE EXPRESSLY RELEASES THE COUNTY FROM ANY LIABILITIES, WARRANTIES, GUARANTEES, EXPENSES AND COSTS ASSOCIATED WITH OR ARISING OUT OF THE CONDITION OF THE PROPERTY AND CONVEYANCE THEREOF, NOW OR AT ANY TIME IN THE FUTURE.

JOCOTAL LLC, SERIES A, 6757 ARAPAHO RD, SUITE 711 #338, DALLAS, TEXAS 75248

TO HAVE AND TO HOLD the property subject to the aforesaid, unto GRANTEE, its heirs, successors, and assigns forever.

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THIS CONVEYANCE IS MADE WITHOUT WARRANTY OF TITLE OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED.

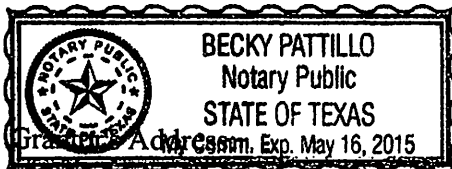
EXECUTED EFFECTIVE the 22 day of August, A.D., 20 12.

CITY OF COMMERCE

BY: John Ballotti
John Ballotti, Mayor

BEFORE ME, the undersigned authority, on this day personally appeared John Ballotti, Mayor of the City of Commerce known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the CITY OF COMMERCE, Texas a political subdivision of the State of Texas, acting on behalf of itself and as Trustee for HUNT COUNTY and HUNT MEMORIAL HOSPITAL DISTRICT and COMMERCE INDEPENDENT SCHOOL DISTRICT and that he executed the same as the act of the City of Commerce for the purposes and consideration therein expressed and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 31st day of August, A.D., 20 12.



Becky Pattillo
Notary Public, State of Texas

City of Commerce, 1119 Alamo, Commerce, Texas 75428

Grantee's Address:

Jocotal LLC Series A, 6757 Arapaho Rd, Suite 711 #338, Dallas, Texas 75248