

Exhibit Volume
September 30, 2019

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REPORTER'S RECORD
VOLUME 2 OF 2 VOLUMES

TRIAL COURT CAUSE NUMBER 52335

MICHELLE JOHNSON,)	IN THE DISTRICT COURT
)	
Plaintiff,)	
)	
vs.)	HOWARD COUNTY, TEXAS
)	
CHARLES EDWARDS,)	
)	
Defendant.)	118TH JUDICIAL DISTRICT

EXHIBIT VOLUME

On the 30th day of December, 2019, the following proceedings came on to be heard in the above-titled and numbered cause before the HONORABLE TIMOTHY D. YEATS, Judge Presiding, held in Big Spring, Howard County, Texas.

Proceedings reported by computerized stenotype machine.

Exhibit Volume
September 30, 2019

A P P E A R A N C E S

FOR THE PLAINTIFF:

MR. JOSHUA HAMBY
State Bar No. 24034471
Joshua Hamby, P.C.
107 West Fourth Street
Big Spring, Texas 79720
TEL. 432-263-8395
FAX. 432-263-4798
E-MAIL: hambyfirm@yahoo.com

FOR THE DEFENDANT:

MS. JEANIE R. FULLER
State Bar No. 24010043
Rees, Rees & Fuller
220 Elm Street
P.O. Box 1007
Colorado City, Texas 79512
TEL. 325-728-2635
FAX. 325-728-3449
E-MAIL: reesreesjfuller@sbcglobal.net

PRESIDING JUDGE:

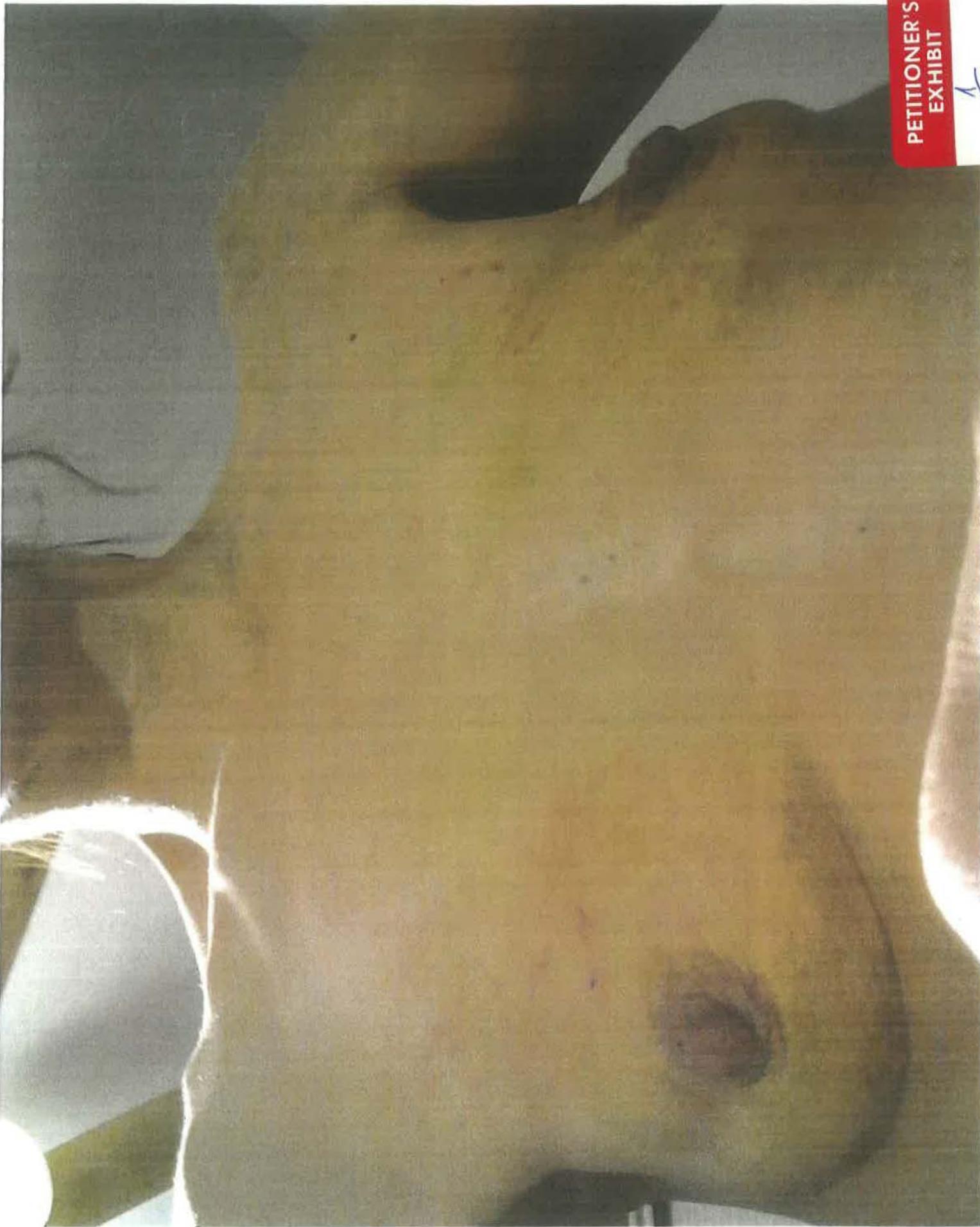
HON. TIMOTHY D. YEATS
118th District Court
312 Scurry
Big Spring, Texas 79720
TEL. 432-264-2225

COURT REPORTER:

MS. ESTHER VAN BLARCOM
Texas CSR No. 9214
District Court Reporter
118th Judicial District
312 Scurry - P.O. Box 528
Big Spring, Texas 79720
Tel. 432-264-2225
Fax. 432-264-2270

PETITIONER'S
EXHIBIT

1









NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED

STATE OF TEXAS §
COUNTY OF HOWARD § **KNOW ALL MEN BY THESE PRESENTS**

Date: May 23, 2017

Grantor: MICHELLE DENISE JOHNSON

Grantor's Mailing Address: P. O. Box 2574
Big Spring, TX 79721-2574

Grantee: CHARLES RAY EDWARDS

Grantee's Mailing Address: 892 LCR 315
Colorado City, TX 79512

Consideration:
TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged.

Property:
BEING the North 5.47 Acres of a 10.0 Acre Tract (Tract No. 2) in the SE/4 of Section 19, Block 32, T-1-S, T&P RR. Co. Survey, Howard County, Texas, heretofore conveyed by Floyd Everett Lamar and wife, Patricia Lamar, to Fern Cox b Deed recorded in Volume 594, Page 132, Howard County Deed Records.

BEGINNING at a 1/2" I.R. in the center of Chaparral Road in the SE/4 of Section 19, Block 32, T-1-S T&P RR. Co. Survey, Howard County, Texas, for the SW corner of this tract; from whence a 1" I.P., the SE corner of said Section 19, bears S. 14° 22' 23" E. 307.13' and N. 74° 53' 22" E. 1318.18';

THENCE N. 14° 22' 23" W. along the center of Chaparral Road, 361.4' to a 1/2" I.R. for the NW corner of this tract;

THENCE N. 74° 54' 17" E. at 30.0' pass the East right-of-way line of Chaparral Road, 659.45' in all to a 1/2" I.R. for the NE corner of this tract;

THENCE S. 14° 20' 30" E. 361.4' to a 1/2" I.R. for the SE corner of this tract;

THENCE S. 74° 54' 17" W. 659.25' to the place of beginning.

Containing 5.47 acres of land, more or less.

**PETITIONER'S
EXHIBIT**

2

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time; any and all restrictions, covenants, conditions and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property, and any mineral severances conveyed, or oil and gas leases previously made by Grantor or Grantors predecessors in title.

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property, rights of adjoining owners in any walls and fences situated on a common boundary; and discrepancies, conflicts or shortages in area or boundary line; and encroachments or overlapping of improvements.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns, forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor but not otherwise.

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


MICHELLE DENISE JOHNSON

THE STATE OF TEXAS
COUNTY OF mitchell

§
§

This instrument was acknowledged before me on the 23 day of May, 2017 by **Michelle Denise Johnson**.


NOTARY PUBLIC, STATE OF TEXAS



Document Number 2017-00005631

Recording Date: 05/24/2017 10:48:20 AM

First B/V/P of this recording: B: OPR V: 1629 P: 409 Page 3 of 3



STATE OF TEXAS
COUNTY OF HOWARD

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Volume and Page stamped here on of the Named Records of Howard County, as stamped hereon by me.

Donna Wright, County Clerk

Recorded By:

Naomi Braz Deputy

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

Record and Return To: CHARLES EDWARD
892 LAKE COUNTY RD
COLORADO CITY, TX 79512

EXHIBIT "C"

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.

WARRANTY DEED

STATE OF TEXAS

§

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MITCHELL

§

Date: May 26, 2017

Grantor: CHARLES RAY EDWARDS

Grantor's Mailing Address:

Charles Ray Edwards
892 LCR 315
Colorado City, TX 79512

Grantee: MICHELLE DENISE JOHNSON

Grantee's Mailing Address:

Michelle Denise Johnson
P. O. Box 2574
Big Spring, TX 79721-2574

Consideration: TEN AND NO/100 DOLLARS (\$10.00) the receipt and sufficiency of which are hereby acknowledged. Being sold for \$33,000.00, this amount coming off a \$50,000.00 Note, for Howard County property, leaving a balance of \$17,000.00, payable to Michelle Denise Johnson.

Property (including any improvements):

BEING Lot No. Sixty (60) of the Daughtrey Estate Waterfront Subdivision out of the East One-half (E/2) of Section Fifty-two (52), in Block Twenty-seven (27), T&P Ry. Co. Surveys, Mitchell County, Texas, and described by metes and bounds as follows:

BEGINNING at an iron rod, the Southwest corner of Lot 59 of the Daughtrey Estate Subdivision, for the Southeast corner of this tract, from which the Southwest corner of Section 52 bears S. 26° 15' 36" E—4920.95 feet;

THENCE S. 79° 12' 24" West for 50 feet to an iron rod, for the Southwest corner of this tract;

THENCE N. 7° 27' 17" East for 221.56 feet to an iron rod, for the Norwest corner of this tract;

PETITIONER'S EXHIBIT

4

REAL ESTATE LIEN NOTE

DATE: May 23, 2017

MAKER: CHARLES RAY EDWARDS

MAKER'S ADDRESS: 892 LCR 315
Colorado City, TX 79512

PAYEE: MICHELLE DENISE JOHNSON

PLACE FOR PAYMENT: P. O. Box 2574
Big Spring, TX 79721-2574

PRINCIPAL AMOUNT: \$50,000.00

ANNUAL INTEREST RATE ON UNPAID BALANCE: 3%

ANNUAL INTEREST RATE ON MATURED, UNPAID AMOUNTS: THE HIGHEST ALLOWED BY LAW

TERMS OF PAYMENT: Principal and interest are payable in monthly installments of \$660.67 each, beginning on or before the 18th day of June, 2017, and continuing regularly thereafter until May 18, 2024, when the entire amount hereof, principal and interest then remaining unpaid shall be then due and payable. If during the life of the loan the payee should expire, the note will be considered paid in full and the Maker will have the property free and clear.

SECURITY FOR PAYMENT: The following described real property, to-wit:

BEING the North 5.47 Acres of a 10.0 Acre Tract (Tract No. 2) in the SE/4 of Section 19, Block 32, T-1-S, T&P RR. Co. Survey, Howard County, Texas, heretofore conveyed by Floyd Everett Lamar and wife, Patricia Lamar, to Fern Cox b Deed recorded in Volume 594, Page 132, Howard County Deed Records.

BEGINNING at a 1/2" I.R. in the center of Chaparral Road in the SE/4 of Section 19, Block 32, T-1-S T&P RR. Co. Survey, Howard County, Texas, for the SW corner of this tract; from whence a 1" I.P., the SE corner of said Section 19, bears S. 14° 22' 23" E. 307.13' and N. 74° 53' 22" E. 1318.18';

THENCE N. 14° 22' 23" W. along the center of Chaparral Road, 361.4' to a 1/2" I.R. for the NW corner of this tract;

THENCE N. 74° 54' 17" E. at 30.0' pass the East right-of-way line of Chaparral Road, 659.45' in all to a 1/2" I.R. for the NE corner of this tract;

THENCE S. 14° 20' 30" E. 361.4' to a 1/2" I.R. for the SE corner of this tract;

THENCE S. 74° 54' 17" W. 659.25' to the place of beginning.

Containing 5.47 acres of land, more or less.

Reservations from and Exceptions to Conveyance and Warranty: This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time;

Any and all restrictions, covenants, conditions and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if

PETITIONER'S
EXHIBIT

3 52335

any, but only to the extent that they are still in effect, relating to the hereinabove described property, and any mineral severances conveyed, or oil and gas leases previously made by Grantor or Grantors predecessors in title.

Maker promises to pay to the order of Payee at the place for payment and according to the terms of payment the principal amount plus interest at the rates state above. All unpaid amounts shall be due by the final scheduled payment date.

If the Note Holder has not received the full amount of any scheduled more than 10 days after the due date, there will be a 5.000% charge of the payment amount.

If Maker defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to it, and the default continues after Payee gives Maker notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Payee may declare the unpaid principal balance and earned interest on this note immediately due. Maker and each surety, endorser, and guarantor waive all demands for payment, presentations for payment, notices of intension to accelerate maturity, notices of acceleration of maturity, protests, and notices of protest, to the extent permitted by law.

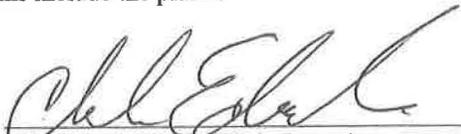
If this note or any instrument securing or collateral to it is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then Maker shall pay Payee all costs of collection and enforcement, including reasonable attorney's fees and court costs, in addition to other amounts due. Reasonable attorney's fees shall be 10% of all amounts due unless either party pleads otherwise.

Interest on the debt evidenced by this note shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken and reserved, charged or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited in the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

Each Maker is responsible for all obligations represented by this note.

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


MICHELLE DENISE JOHNSON (Seller)


CHARLES EDWARDS (Buyer)





















































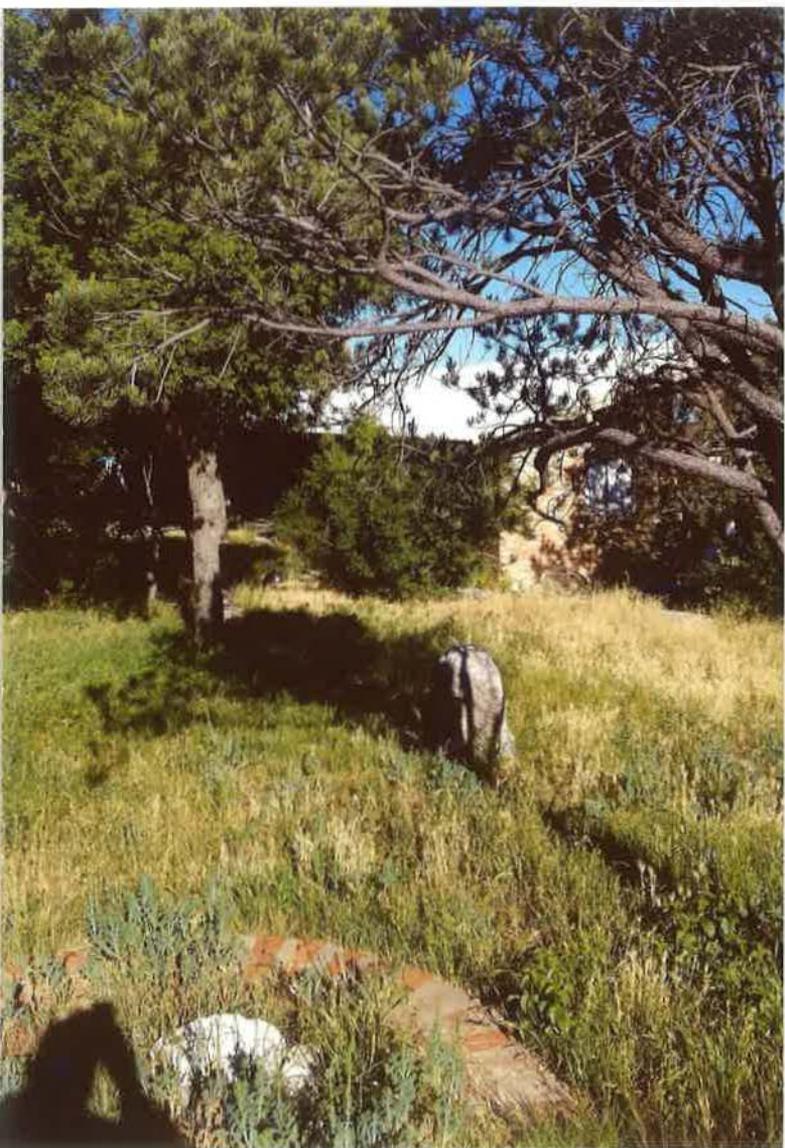






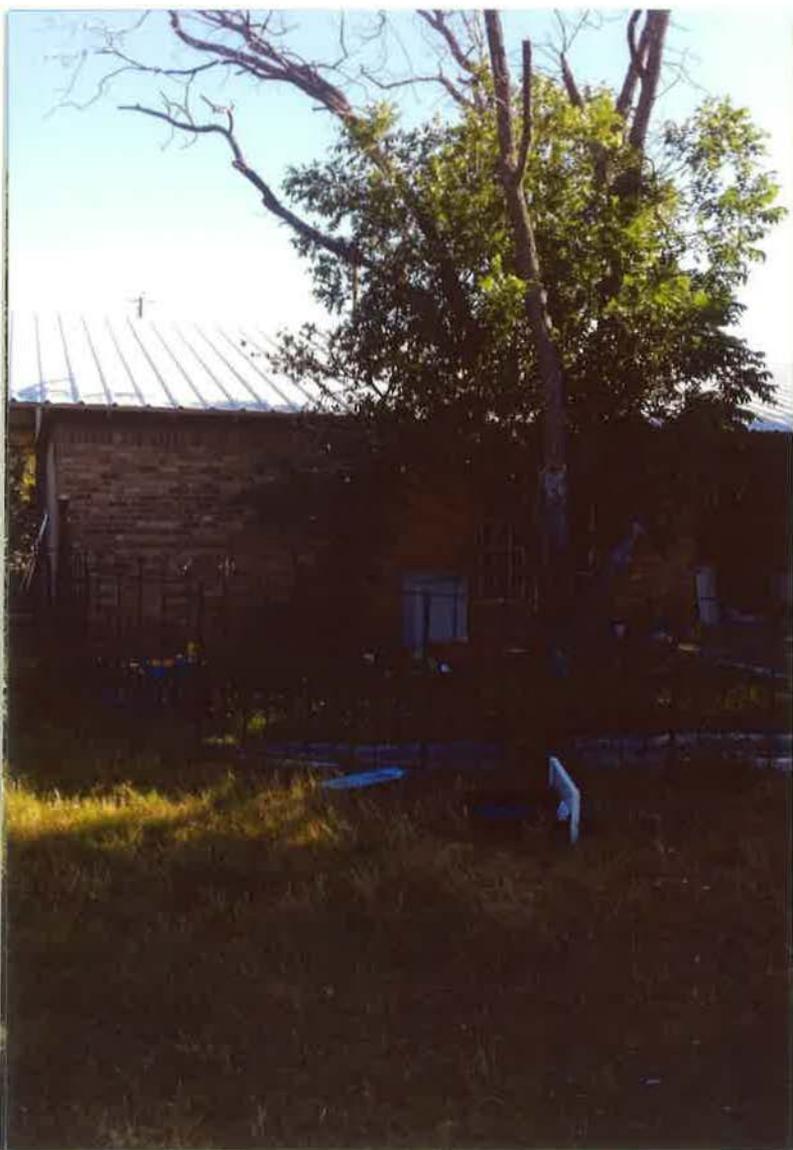




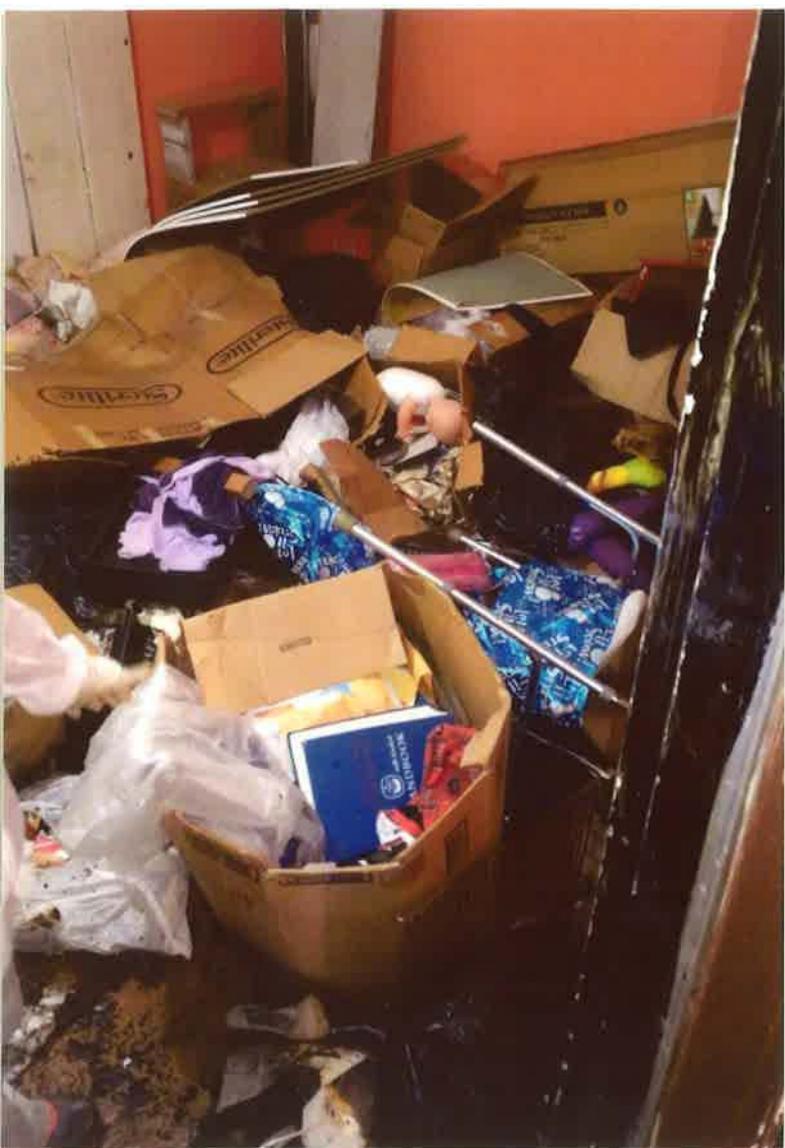










































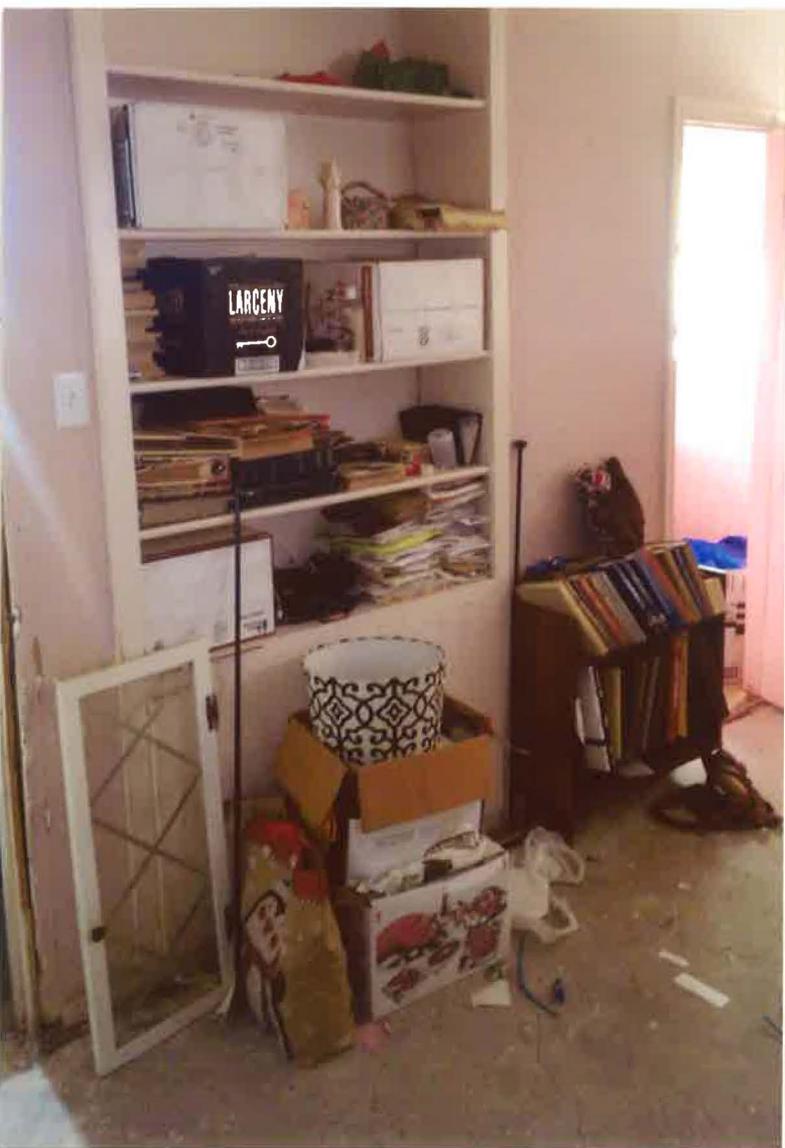
















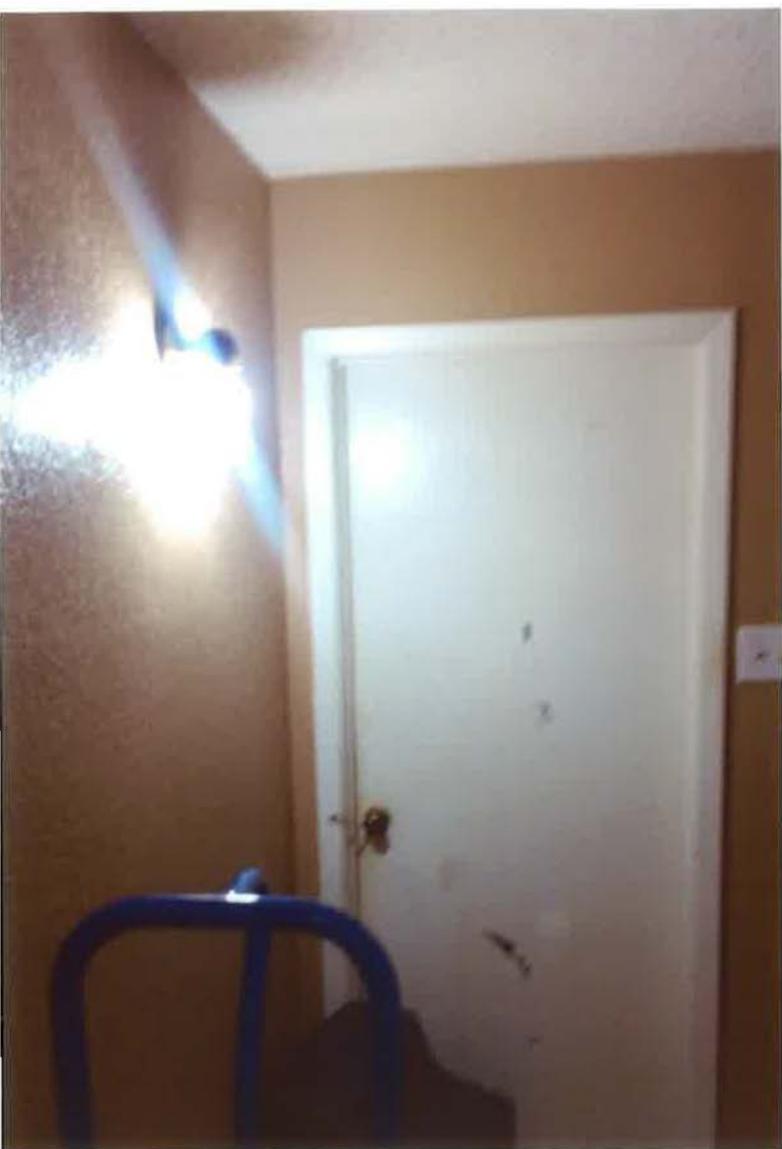




























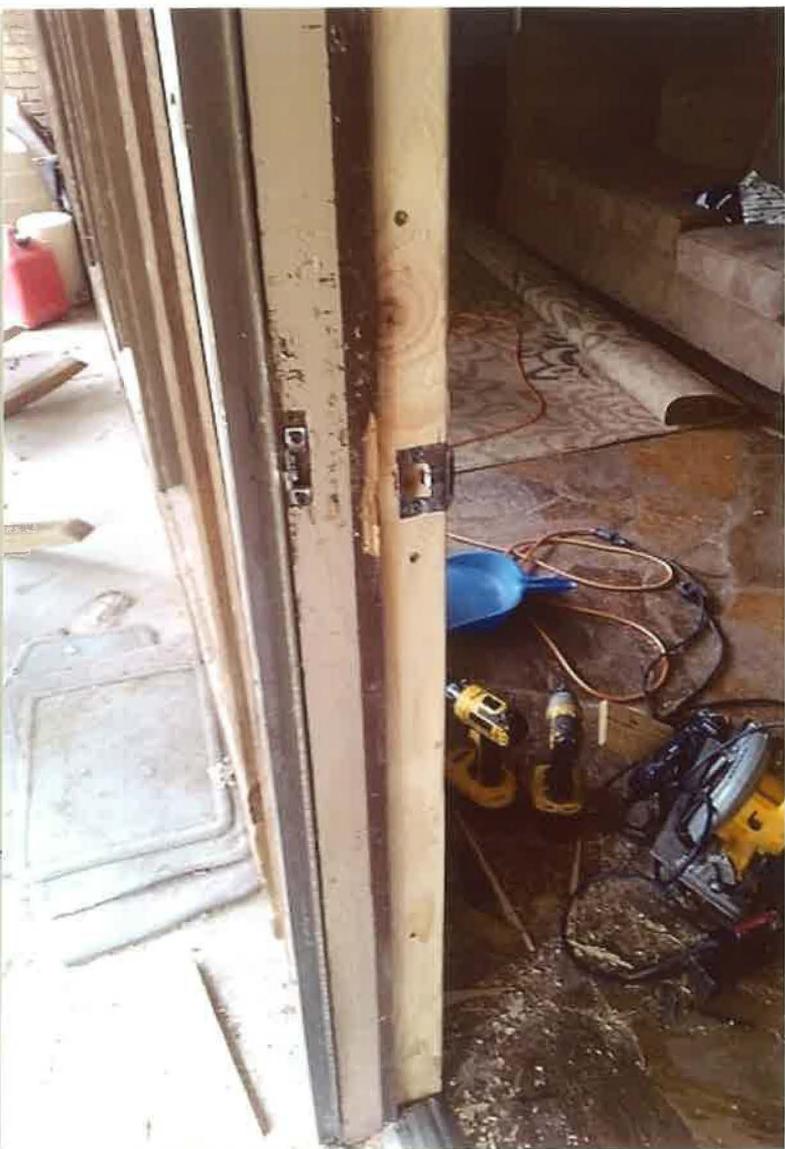






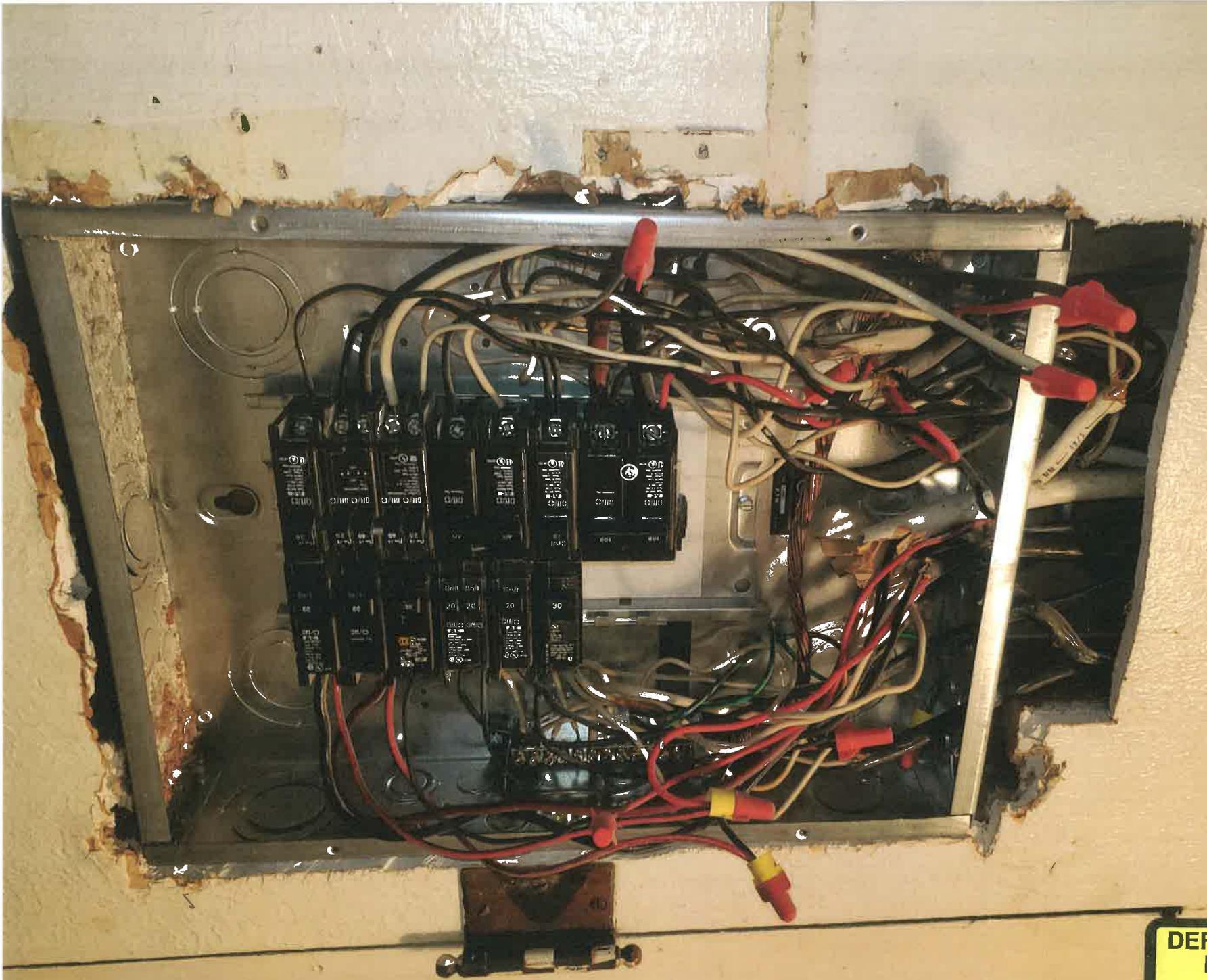












DEFENDANT'S
EXHIBIT
3

Court Reporter's Certificate

1 STATE OF TEXAS

2 COUNTY OF HOWARD

3

4 I, Esther Van Blarcom, CSR, Official Court Reporter
5 in and for the 118th Judicial District Court of Howard
6 County, State of Texas, do hereby certify that the above
7 and foregoing contains a true and correct transcription
8 of all portions of evidence and other proceedings
9 requested in writing by counsel for the parties to be
10 included in this volume of the Reporter's Record in the
11 above-styled and numbered cause, all of which occurred
12 in open court or in chambers and were reported by me.

13 I further certify that this Reporter's Record of
14 the proceedings truly and correctly reflects the
15 exhibits, if any, offered by the respective parties.

16 I further certify that the total cost for the
17 preparation of this Reporter's Record is \$1,532 and was
18 paid by MR. MATTHEW GRAYSON.

19 WITNESS MY OFFICIAL HAND this the 31st day of
20 January, 2020.

21

Esther Van Blarcom

22

Esther Van Blarcom, CSR, RPR
CSR No. 9214, Expires 11/30/22
Official Court Reporter
118th Judicial District Court
312 Scurry Street
Big Spring, Texas 79720
432-264-2225
esther.csr9214@gmail.com

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