

ALTA COMMITMENT FORM
COMMITMENT FOR TITLE INSURANCE

Issued by



Stewart Title Guaranty Company, A Texas Corporation, "Company", for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

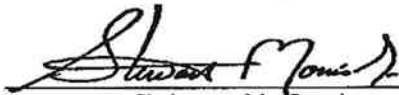
This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company.

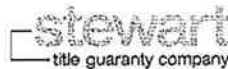
All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

Signed under seal for the Company, but this Commitment shall not be valid or binding until it bears an authorized Countersignature.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.


Chairman of the Board




President



Countersigned:



Authorized Countersignature

Stewart Title of Albuquerque, LLC
Albuquerque, New Mexico

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act or reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at www.alta.org.*



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

Stewart Title Guaranty Company
COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

File Number: 10020522	Inquiries should be directed to:	Stewart Title of Albuquerque, L.L.C. 6759 Academy Road NE Albuquerque, New Mexico 87109
-----------------------	----------------------------------	---

1. Effective Date: 9/30/2010 at 8:00 a.m.

2. Policy or Policies to be issued:

(a) ALTA Owner's Policy -- (6/17/06) Amount \$960,000.00

Proposed Insured: The Regents of the University Of New Mexico

(b) ALTA Loan Policy -- (6/17/06) Amount

Proposed Insured:

(c) Amount

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is

Fee Simple

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

Ben Chavez and Vidalia B. Chavez, Trustees of the Chavez Revocable Trust dated January 13, 1994, as to an undivided 1/2 interest and Der Shyun Liu and Cafen Cheng Liu, Trustees under the Liu Family Living Trust dated September 9, 1999, as to an undivided 1/2 interest

5. The land referred to in the Commitment is described as follows:

Tract lettered "A", of the Colton Addition, Albuquerque, New Mexico, as the same is shown and designated on the plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on May 11, 1973, in Plat Book C9, Page 67.

Together with a non-exclusive access easement as described in that Warranty Deed by and between Springer Transfer Company, a New Mexico corporation and New Mexico Motor Carrier's Association, NM 6: ALTA Commitment (6/17/06)

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule A consists of 2 page(s)

Stewart Title Guaranty Company
COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Inc., a New Mexico Corporation, recorded June 15, 1962, in Book D646, Page 590, as Doc. No. 87399, and is shown on the Plat recorded on February 5, 1999, in Plat Book 99C, Page 25, records of Bernalillo County, New Mexico.

NM 6: ALTA Commitment (6/17/06)

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule A consists of 2 page(s)

Stewart Title Guaranty Company
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION I
REQUIREMENTS

The following are the requirements to be complied with:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
3. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
4. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record, to wit:
 - a. Execution and recordation of Warranty Deed from Ben Chavez and Vidalia B. Chavez, Trustees of the Chavez Revocable Trust dated January 13, 1994, as to an undivided 1/2 interest to The Regents of the University Of New Mexico.
 - b. Execution and recordation of Warranty Deed from Der Shyun Liu and Cafen Cheng Liu, Trustees under the Liu Family Living Trust dated September 9, 1999, as to an undivided 1/2 interest to The Regents of the University Of New Mexico.
5. Provide this Company with official identification of all parties involved in this transaction before or at closing.
6. Payment in full of balance due under Real Estate Contract recorded September 22, 1994, in Book 94-27, Page 1084, as Doc. No. 94115520, records of Bernalillo County, New Mexico, and record escrowed Warranty Deed from Mazelle Colton, a married woman, joined by her husband, Marvin C. Colton to Ben Chavez and Vidalia B. Chavez, husband and wife, as to an undivided 1/2 interest and Der S. Liu and Cafen S. Liu, husband and wife, as to an undivided 1/2 interest.
7. Execution and recordation of Warranty Deed from Der Shyun Liu and Cafen C. Liu, husband and wife, to Der Shyun Liu and Cafen Cheng Liu, Trustees under the Liu Family Living Trust dated September 9, 1999, as to an undivided 1/2 interest.
8. Provide the Company evidence from sellers there aren't any parties under any unrecorded Rental and/or Lease Agreements to property shown in Schedule "A" herein. NOTE: Stewart Title of Albuquerque, LLC reserves the right to make further requirements upon review of the above.
9. Release of Notice of Claim of Tax Lien No. 995090 filed by the Bureau of Revenue, State of New Mexico, against Ben Chavez, et al, recorded August 3, 2010, as Doc. No. 2010078345, records of Bernalillo County, New Mexico. (If applicable to parties involved in this transaction)

NM 6: ALTA Commitment (6/17/06)

Commitment No.: 10020522

This commitment is invalid unless the Insuring Provisions and Schedules A and B-Section II are attached.

Schedule B-Section I consists of 1 page(s)

Stewart Title Guaranty Company
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B – SECTION II
EXCEPTIONS

Special Exceptions 1, 2, 3, 4, 6 and/or 8 may be deleted from any policy, and standard exception 7 may be modified on any policy, upon compliance with all provisions of the applicable rules, upon payment of all additional premiums required by the applicable rules, upon receipt of the required documents and upon compliance with the Company's underwriting standards for each such deletion. Special Exception 5 may be deleted from the policy if the named insured in the case of an Owner's Policy, or the vestee, in the case of a Loan Policy, is a corporation, a partnership, or other artificial entity, or a person holding title as trustee. The Policy to be issued pursuant to this commitment will be endorsed or modified in Schedule B by the Company to waive its right to demand arbitration pursuant to the conditions and stipulations of the policy at no cost or charge to the insured. The endorsement or the language added to Schedule B of this policy shall read: "In compliance with Subsection D of 13.14.18.10 NMAC, the company hereby waives its right to demand arbitration pursuant to the title insurance arbitration rules of the American Land Title Association. Nothing herein prohibits the arbitration of all arbitrable matters when agreed to by both the Company and the insured."

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, conflicts in boundary lines, shortages in area, or other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Any lien, claim or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Community property, survivorship, or homestead rights, if any, of any spouse of the insured (or vestee in a leasehold or loan policy)
6. [Intentionally Omitted]
7. Water rights, claims or title to water.
8. [Intentionally Omitted]
9. Taxes for the year 2010 and thereafter, not yet due or payable.
10. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

Stewart Title Guaranty Company
COMMITMENT FOR TITLE INSURANCE

SCHEDULE B – SECTION II

EXCEPTIONS

11. A twenty-five foot (25') Sanitary Sewer, Water and Gas Easement, and incidental purposes thereto, reserved along the northerly lot line of the insured premises, as shown on the recorded plat, recorded in Plat Book C9, Page 67, records of Bernalillo County, New Mexico.
12. A fifteen foot (15') Water Easement, and incidental purposes thereto, reserved along the westerly lot line of the insured premises, as shown on the recorded plat, recorded in Plat Book C9, Page 67, records of Bernalillo County, New Mexico.
13. License Agreement by and between New Mexico Chemical-Surgical Company, Inc., a New Mexico corporation and Charles W. Trask and Lucille B. Trask, his wife and Andrew E. Long and Bonnie J. Long, his wife, dated October 12, 1973, recorded October 23, 1973, in Book Misc. 337, Page 755, as Doc. No. 78935, as amended by License Amendment, recorded January 23, 1974, in Book Misc. 350, Page 280, as Doc. No. 91013, records of Bernalillo County, New Mexico.
14. License Agreement by and between S. Victor Savino, M.D. and Mazelle Colton, dated December 3, 1990, recorded December 6, 1990, in Book 90-19, Page 5466, as Doc. No. 9093140, records of Bernalillo County, New Mexico.
15. INTENTIONALLY DELETED
16. INTENTIONALLY DELETED
17. INTENTIONALLY DELETED
18. Apparent Prescriptive Easement, and incidental purposes thereto, for overhead utility lines and power poles within waterline easement along westerly lot line and along the southerly lot line as shown on ALTA/ACSM Land Title Survey, prepared by Gary E. Gritsko, License No. 8686, dated May 10, 2010.
19. Encroachment of improvements consisting of a parking island onto the property adjacent and to the north as shown on ALTA/ACSM Land Title Survey, prepared by Gary E. Gritsko, License No. 8686, dated May 10, 2010.

Tax Bill

PROPERTY ADDRESS AND DESCRIPTION

1407 UNIVERSITY NE
TR A COLTON ADD CONT 1.437
ACRES

AFC

1 015 058 355 382 10114
CHAVEZ BEN & VIDALIA B
& LIU DER S & CAFEN C
1524 CENTRAL AVE SE
ALBUQUERQUE NM 87106

A1A TAX DISTRICT

2009

PARCEL NUMBER 101505835538210114



TREASURER

BERNALILLO COUNTY
PO BOX 627
ALBUQUERQUE, N.M.
87103-0627
(505)468-7031
www.bernco.gov/treasurer
e-mail: treas@bernco.gov

**2009
TAX BILL**

THIS TAX BILL IS THE
ONLY NOTICE YOU WILL
RECEIVE FOR PAYMENT
OF BOTH INSTALLMENTS
OF YEAR 2009
PROPERTY TAX

PROPERTY	CODE	VALUE
ASSESSED VALUE LAND		332,900
ASSESSED VALUE IMPROVEMENTS		216,600
ASSESSED VALUE PERS PROP		0
TAXABLE VALUE LAND		110,956
TAXABLE VALUE IMPROVEMENTS		72,193
TAXABLE VALUE PERS PROP		0
TOTAL VALUATION		183,149
STATUTORY EXEMPTION		0
VETERAN EXEMPTION		0
NET TAXABLE VALUE		183,149

AGENCIES	TAX RATE	NET TAXABLE VALUE	AMOUNT DUE
STATE	1.150	183,149	210.62
COUNTY	11.644	183,149	2,132.59
ALBUQ	11.520	183,149	2,109.88
SCHOOL APS	11.160	183,149	2,043.94
CNM	3.550	183,149	650.18
UNMH	6.400	183,149	1,172.15
AMAFCA	1.163	183,149	213.00
TOTAL RATE	46.587	2009 TAX >>	8,532.36

1st half payment becomes delinquent after Dec 10, 2009
2nd half payment becomes delinquent after May 10, 2010
Postmark by these dates for each half is on time...

[CLICK HERE TO SEE TAX & PAYMENT HISTORY](#)

OTHER TAX DUE:

YEAR	TAX	INTEREST	PENALTY	FEES	AMOUNT DUE

PRIOR YEAR TAXES MUST BE PAID BEFORE ACCEPTING CURRENT YEAR PAYMENTS

[New Site Search](#) | [New Parcel Search](#) | [Search Results](#) | [Portfolio](#) | [Bernalillo Main Page](#)

Print

Tax & Payment History

Tax and Payment History for 101505835538210114

YEAR	NET_TAXABLE	TAX	INTEREST	PENALTY	FEES	PAID	AMOUNT_DUE
2000	146,606	6,339.26	0.00	0.00	0.00	-6,339.26	0.00
2001	146,606	6,633.64	0.00	0.00	0.00	-6,633.64	0.00
2002	169,650	7,214.38	0.00	0.00	0.00	-7,214.38	0.00
2003	169,650	7,795.60	0.00	0.00	0.00	-7,795.60	0.00
2004	169,650	7,718.08	0.00	0.00	0.00	-7,718.08	0.00
2005	169,683	7,210.34	0.00	0.00	0.00	-7,210.34	0.00
2006	169,683	7,593.16	0.00	0.00	0.00	-7,593.16	0.00
2007	183,149	8,572.30	0.00	0.00	0.00	-8,572.30	0.00
2008	183,149	8,562.60	0.00	0.00	0.00	-8,562.60	0.00
2009	183,149	8,532.36	0.00	0.00	0.00	-8,532.36	0.00

Summary of Taxes Due
1st Half Delinquent
after Dec 10th

Payment Information
Current as of
2/23/2010 7:25:35 AM

Amount Due
Valid until
3/10/2010

1st half due	4,266.18	0.00	0.00	0.00	0.00	-4,266.18	0.00
2nd half due	4,266.18	0.00	0.00	0.00	0.00	-4,266.18	0.00
Total Due	8,532.36	0.00	0.00	0.00	0.00	-8,532.36	0.00

To get Current Pay online Now!
Note!! All payments will be applied to
Penalty and Interest First then the
Oldest Tax Bill

Enter Payments

CONTACT THE BERNALILLO COUNTY TREASURER AT 505-468-7031 FOR CURRENT TAX AMOUNTS IF PAYMENTS ARE MADE AFTER THE "Valid until" DATE

[New Site Search](#) | [New Parcel Search](#) | [Search Results](#) | [Portfolio](#) | [Bernalillo Main Page](#)

94115520 REAL ESTATE CONTRACT

1084

THIS CONTRACT IS MADE in triplicate this 21st day of September, 1994, by and between MAZELLE COLTON a married woman, joined by her husband, MARVIN C. COLTON, whose address is 1500 Dartmouth Drive, N.E., Albuquerque, New Mexico 87106, hereinafter called the Seller, and BEN CHAVEZ and VIDALIA B. CHAVEZ, husband and wife, as Joint Tenants, as to an undivided 1/2 interest and DER S. LIU and CAREN C. LIU, husband and wife, as Joint Tenants, as to an undivided 1/2 interest, whose address is 1524 Central, S.E., Albuquerque, New Mexico 87106, hereinafter called the Purchaser. Wherever the pronoun he is used herein, that shall also be considered as meaning she, they or it, whichever is proper.

1. SALE: The Seller, on consideration of the promises and agreements herein made by the Purchaser, agrees to sell and convey to the Purchaser the following described real estate, hereinafter called the Property, in the County of Bernalillo, and State of New Mexico.

Tract lettered "A" of Colton Addition, Albuquerque, New Mexico, as the same is shown and designated on the plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on May 11, 1973 in Map Book C9, folio 57.

Subject to patent reservations, restrictions and easements of record and to taxes for the year 1994 and years thereafter.

Subject to that certain License Agreement recorded in Book BCR 90-19, page 5466, records of Bernalillo County, New Mexico, and that certain License recorded as document 73-78935 and amended as document 74-91013, records of Bernalillo County, New Mexico.

2. PRICE AND PAYMENT: The Purchaser agrees to buy the above-described Property and to pay Seller therefor the total sum of THREE HUNDRED FIFTY THOUSAND and NO/100 dollars (\$350,000.00), payable as follows: SEVENTY-FIVE THOUSAND and NO/100 dollars (\$75,000.00), cash down payment, the receipt of which is hereby acknowledged, and the balance of TWO HUNDRED SEVENTY-FIVE THOUSAND and NO/100 dollars (\$275,000.00), payable as follows:

\$275,000.00 to be paid by the execution of this Real Estate Contract which Purchaser agrees to pay in monthly installments of \$2,215.00 each, or more at Purchaser's option, including interest from September 21, 1994 on the unpaid principal balance at the rate of 8.5% per annum, commencing October 21, 1994, and on the 21st day of each successive month thereafter until ten (10) years from date hereof, at which time the entire remaining principal balance together with all accrued interest shall be due and payable in full.

STATE OF NEW MEXICO
COUNTY OF BERNALILLO

94 SEP 22 AM 9:24

94-27-1084-1087

REC'D 32475 VIVIAN 09-67

APPLICATION OF PAYMENTS TO INTEREST AND PRINCIPAL: Check only one of the following two paragraphs:

(a) (Periodic Interest) Payments, excepting prepayments, shall be applied to regularly scheduled installments in the order in which the same were due and shall be credited as though the payments were made on their respective due dates.

Handwritten initials: VBC, DER, MC, WLF

(b) (Daily Interest) Payments shall be applied as of the date of receipt by Escrow Agent first to accrued interest, then to the principal balance of this Contract.

HR&D LASER
Revised 10/93
fc

Seller's Initials
Purchaser's Initials

Handwritten initials: VBC, DER, C.L.

The payments as above provided shall be paid to the Escrow Agent and continue until the full purchase price and interest on the unpaid balance is fully paid. The unpaid balance of the purchase price (exclusive of any prior lien or obligation being assumed) shall bear interest at the rate of **Eight and one-half percentum (8.5%)** per annum from the date of this Contract, unless otherwise specified above, payable at the same time and included in above specified installment payments.

All payments shall be assumed to be regular payments, and not prepayments, unless otherwise specified by Purchaser in writing at the time of delivering such payments to Escrow Agent. Unless otherwise provided, Purchaser may prepay the unpaid balance in whole or in part at any time; and any prepayment shall be credited first to accrued interest, then to the principal balance of this Contract exclusive of assumed liens or obligations, then to any assumed lien or obligation. Notwithstanding any prepayments, Purchaser shall make the next regularly scheduled payments.

Should Purchaser fail to make any of the payments or perform any other obligations required hereunder, including the payment of any assumed obligation, and if Seller's attorney makes written demand therefor pursuant to paragraph 5 below, the Purchaser shall pay within the time allowed, the additional sum of \$75.00, for seller's attorney's fees, plus sales tax and postage.

The following lien(s) or obligation(s) is currently outstanding on the Property.

TYPE OF LIEN OR OBLIGATION

NONE

Should Purchaser fail to pay any such installment payments on the above-mentioned prior lien(s) or obligation(s) prior to the same becoming delinquent, Seller may pay the same for the protection of the Property and his interest therein. Payment by Seller shall not be deemed a waiver of Purchaser's default, and the amount so paid by Seller shall be immediately due and payable to Seller and shall bear interest until paid at the same rate as provided herein above.

3. PURCHASER TO PAY INSURANCE, TAXES AND PAVING LIENS, AND SELLER'S RIGHTS:

(a) **Insurance.** The Purchaser agrees to keep the insurable improvements upon the Property insured against the hazards covered by fire and extended coverage insurance, with an insurance company satisfactory to Seller in the sum of not less than **\$275,000.00**, for the benefit of Purchaser and Seller as their interests may appear, and furnish a copy of the insurance policy or certificate of the insurance policy to Seller annually prior to expiration of existing insurance.

(b) **Taxes.** Unless otherwise stated herein, the property taxes for the current year have been divided and prorated between Seller and Purchaser as of the date of this Contract, the Purchaser is responsible for and will pay the taxes and assessments of every kind hereafter billed. Purchaser will have the Property assessed for taxation in Purchaser's name. Upon request by Seller, Purchaser will send copies of the paid tax receipts each year to Seller.

(c) **Paving and Other Improvement Liens and Standby Charges.** Unless otherwise stated herein, the Purchaser assumes any paving and/or other improvement lien and/or standby charges now assessed against the Property and agrees to pay all installments of principal and interest thereon that hereafter become due.

(d) **Seller's Rights.** Should the Purchaser fail to pay insurance premiums, taxes and assessments, paving liens, improvement liens or standby charges, or other such matters prior to the same becoming delinquent, Seller may pay the same (but is not obligated to do so) for protection of the Property and his interest therein. Payment of such charges shall not be deemed a waiver of any default of Purchaser for failure to pay such charges, and such amounts as have been so paid shall be immediately due and payable to Seller, and shall bear interest until paid at the same rate as provided in Paragraph 2 above.

4. PURCHASER'S RIGHT, SELLER'S RETENTION OF INTEREST:

Purchaser shall be entitled to take possession of the Property and retain possession unless and until Purchaser's interest under this Contract shall be terminated by Seller as provided in Paragraph 5 below. Legal title to the Property shall remain in Seller until this Contract has been fully performed upon the part of Purchaser and the deed delivered. The Seller agrees, upon completion of all terms and conditions of this Contract by the Purchaser, that the Purchaser shall then receive the Warranty Deed and related documents placed in escrow with this Contract.

5. SELLER'S RIGHTS IF PURCHASER DEFAULTS:

(a) **Default Notice.** Time is of the essence in this contract, meaning that the parties shall perform their respective obligations within the times stated. If Purchaser fails to make any of the payments required in Paragraphs 2 or 3, herein, at the times specified, or fails or refuses to maintain insurance or to pay taxes, assessments or other charges against the property, or fails or refuses to repay any sums advanced by the Seller under the provisions of Paragraphs 2 and 3 above, the Seller may make written demand upon the Purchaser, with such notice to specify the default and the curative action required, at his address as follows: **1524 Central, S.E., Albuquerque, New Mexico 87106** or at such other address that Purchaser may designate by a notarized statement delivered to the Escrow Agent, which change of address will be effective on the seventh (7th) calendar day after receipt by the Escrow Agent.

(b) **Manner of Giving Default Notice.** Notice in writing shall be given by certified mail, return receipt requested, addressed to the Purchaser at the effective address for Purchaser as provided in Paragraph 5(a), with a copy to Escrow Agent. Purchaser expressly acknowledges that notice to him by mail, in the manner above specified, is sufficient for all purposes, regardless of whether he actually receives such notice.

(c) **Purchaser's Failure to Cure Default Results in Termination of Contract or Acceleration of Entire Unpaid Balance.** If the Purchaser fails or neglects to cure any default within **Thirty (30) days** after the date Seller's default notice is mailed, then the Seller may, at his option either declare the whole amount remaining unpaid to be then due, and proceed to enforce payment of the entire remaining unpaid balance, plus any accrued interest, together with reasonable attorney's fees, or he may terminate Purchaser's rights to the Property and retain all sums paid as liquidated damages to that date for the use of the Property, and all rights of Purchaser in the Property shall thereupon end. If the final day for curing the default shall fall on a Saturday, Sunday, or non-business day of the Escrow Agent, then the period for curing the default shall extend to the close of business on the next regular business day of the Escrow Agent.

Seller's Initials
Purchaser's Initials

YAC
MPC
DERC

Acceptance by Escrow Agent of any payment tendered shall not be deemed a waiver by Seller, or extension of the time for cure, of any other default under this Contract. In the event of termination, Purchaser hereby waives any and all rights and claims for reimbursement for improvements he may have made upon the Property.

(d) Affidavit of Unincurred Default and Election of Termination. A recordable affidavit made by Seller, his agent, or Escrow Agent, identifying the parties, stating the legal description of the Property or the recording data of this Contract and stating the date that notice was duly given as provided above, that the specified default has not been cured within the time allowed and that the Seller has elected to terminate, and delivered to the Escrow Agent shall be conclusive proof for the Escrow Agent and any subsequent purchaser or encumbrancer for value of such unincurred default and election of termination.

(e) Purchaser Becomes Tenant. Upon termination, Purchaser has no continuing right to possession. If Purchaser remains in possession of the Property after this Contract has been terminated as above provided, Purchaser shall then become a tenant at will, for a rental amount equivalent to the installment payment theretofore required as monthly payments under this Contract, with the first such rental payment due immediately, in advance, and such tenancy being subject to termination by either party upon thirty (30) days separate prior written notice. Seller's acceptance of such rental payment(s) shall not be deemed as any waiver of his rights, nor shall it constitute any manner of estoppel.

(f) Legal Right to Evict Purchaser. Forceful entry and detainer proceedings, in addition to any other appropriate legal remedies, may be utilized by the Seller if necessary to obtain possession of the Property following termination of this Contract and termination of Purchaser's continued tenancy thereafter. If such proceedings are filed, purchaser shall be liable for Seller's reasonable attorney's fees plus the legal costs of such action.

6. TITLE INSURANCE OR ABSTRACT: Unless otherwise provided herein, Seller is delivering a Contract Purchaser's Title Insurance Policy or Abstract of Title to Purchaser at the time this Contract is made, showing merchantable title to the Property as of the date of this Contract, subject to the matters referred to in this Contract, and Seller is not obligated to provide any other or further evidence of title.

7. PURCHASER'S RIGHT TO SELL: (A) First Provision: Purchaser shall be entitled to sell, assign, convey or encumber his entire interest in this Contract (but not a portion thereof) and the Property to any person or entity, hereinafter called Assignee, and may retain a security interest therein, without obtaining the consent or approval of the Seller. The Purchaser shall not, however, be released from his obligations hereunder by any such sale, assignment, conveyance or encumbrance. In the event Purchaser does sell, assign, convey or encumber said interest, then Purchaser, his Assignee, or any subsequent Assignee shall deliver a copy of such written sale, assignment, conveyance or encumbrance document to Escrow Agent.

When sale, assignment, conveyance or encumbrance document shall specify the address of the Assignee and upon receipt of such document by the Escrow Agent, Seller shall only be required to send notice of default to the most recent Assignee who has given notice of such sale or assignment and his address to the Escrow Agent as provided herein. If such document is not received by the Escrow Agent, any notice of default need be sent only to the last person or entity and address for which written notice has been provided to the Escrow Agent as provided herein.

(B) Special Alternative Provision:

CAUTION: THE FOLLOWING PROVISION SEVERELY RESTRICTS THE RIGHT OF PURCHASER TO SELL, ASSIGN, CONVEY OR ENCUMBER THIS CONTRACT AND THE PROPERTY. If the parties wish to invoke this provision, they should check the box as indicated and each initial as provided. If the special Alternative Provision is elected, the First Provision does not apply.

(check here) THE PARTIES ELECT TO INVOKe THE PROVISIONS OF THIS PARAGRAPH

Initials _____ Purchaser shall not be entitled, directly or indirectly to sell, assign, convey or encumber all or any portion of the Purchaser's interest in this Contract or in the Property without first obtaining the written consent of Seller, and Seller shall not be under any obligation of any kind to give such consent. In the event that Purchaser shall, directly or indirectly, sell, assign, convey or encumber or contract to sell, assign, convey or encumber, directly or indirectly, all or any portion of the Purchaser's interest in this Contract or in the Property without the consent of Seller, it shall be an event of default subject to the rights of Seller in Paragraph 5, herein.

Caution: If the Property is subject to any prior mortgage(s), deed(s) of trust or real estate contracts, then the provisions thereof should be examined carefully for any conflict with the above clause.

B. BINDING EFFECT: This Contract shall extend to and be obligatory upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties to this Contract.

9. APPOINTMENT OF AND INSTRUCTIONS TO ESCROW AGENT: The parties hereby appoint as Escrow Agent: **SUNWEST BANK OF ALBUQUERQUE, N.A., P. O. Box 25500, Albuquerque, NM 87125-5500**

The following papers are herewith placed in escrow:
1. Signed copy of this Contract. 3. Original Special Warranty Deed signed by Purchaser.
2. Original Warranty Deed signed by Seller.

(a) The fee(s) of the Escrow Agent shall be paid as follows: **The Purchaser and Seller agree to equally split the Escrow Agent's set-up fee, disbursement fees and close-out fee regarding this Contract.**

If such fee(s) are paid wholly or in part by Purchaser, such amount shall be in addition to the amounts due from Purchaser as provided in paragraph 2, herein. The Escrow Agent is instructed to accept all monies paid in accordance with this Contract and remit the money received (less applicable escrow fees) as follows: **Balance to the credit of Seller to be deposited into Seller's account at Sunwest Bank of Albuquerque, Acct. No. 01-0061239-9.**

Seller's Initials _____
Purchaser's Initials THE SELLER
DEB CL

(b) All payments shall be deemed provisionally accepted when tendered, subject to determination by the Escrow Agent of the correct amount and its timeliness.

(c) When the Purchaser has fully performed all of the terms and conditions of this Contract, then the Warranty Deed (and all other documents) shall be released from escrow to the Purchaser and the recording thereof by Purchaser shall convey fee title from the Seller, free and clear of the lien of this Contract. If the Purchaser, however, shall default and fail to cure such default within the time and in the manner specified herein, then, the Seller may, at Seller's option, exercise Seller's right to accelerate the remaining balance pursuant to Paragraph 5(c), or retake the Property, in which event the Special Warranty Deed (and other documents) will be released from escrow and the recording thereof by Seller will reconvey all of the Purchaser's right, claim and interest in the Property and remove any cloud on the title caused by this Contract.

(d) If the Seller or his agent delivers an Affidavit of Uncured Default and Election of Termination (as described in Paragraph 5 above) to the Escrow Agent, then the Escrow Agent shall release and deliver the escrow documents to the Seller. The Escrow Agent shall be entitled to rely on such Affidavit as conclusive proof of termination.

(e) The Escrow Agent is instructed that after each and every written demand is mailed to the Purchaser, pursuant to Paragraph 5 above, and a copy thereof is furnished to the Escrow Agent, not to accept less than the full amount of the sum stated as due in the written demand, plus the additional \$75.00 for Seller's attorney's fees plus sales tax and postage.

(f) The Escrow Agent is entitled to charge its standard fees current as of the date the service is rendered, but all charges shall become effective only after sixty (60) days written notice to the party or parties paying the fee of the Escrow Agent.

(g) Seller and Purchaser will each indemnify and save harmless the Escrow Agent against all costs, damages, attorney's fees, expenses and liabilities, which it may incur or sustain in connection with this Contract, including any interpleader or declaratory judgment action brought by Escrow Agent, but excepting failure of the Escrow Agent to comply with this Paragraph 9.

10. SEVERABILITY CLAUSE: The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of the remainder of this Contract.

The parties have signed and acknowledged this Contract as of the date stated at the beginning of this Contract.

SELLER:

Mazelle Colton
HAZELWE COLTON

Marvin C. Colton
MARVIN C. COLTON

PURCHASER:

Ben Chavez
BEN CHAVEZ

Vidalia B. Chavez
VIDALIA B. CHAVEZ

Der S. Liu
DER S. LIU

Cafen C. Liu
CAFEN C. LIU

ACKNOWLEDGMENTS

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO)

This instrument was acknowledged before me ERNEST on 21st day of September, 1994, by HAZELWE COLTON and MARVIN C. COLTON, wife and husband.

MY COMMISSION EXPIRES: 5-1-96

[Signature]
NOTARY PUBLIC

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO)

This instrument was acknowledged before me ERNEST on 21st day of September, 1994, by BEN CHAVEZ and VIDALIA B. CHAVEZ, husband and wife and DER S. LIU and CAFEN C. LIU, husband and wife.

MY COMMISSION EXPIRES: 5/1/96

[Signature]
NOTARY PUBLIC

RECEIPT AND ACCEPTANCE BY ESCROW AGENT

The Escrow Agent hereby acknowledges receipt of the following documents in regard to the above-captioned Escrow Contract.

- (a) Escrow Set-up fee in amount of \$ _____
- (b) Signed copy of this Contract
- (c) Warranty Deed
- (d) Special Warranty Deed
- (e) _____
- (f) _____
- (g) _____

Escrow Agent

By: _____ Date: _____, 19__

95050402

2480

ASSIGNMENT OF REAL ESTATE CONTRACT

For \$1.00 and other valuable consideration, receipt of which is acknowledged, We do hereby assign to the Chavez Revocable Living Trust under agreement dated January 13, 1994, as it has been and may be amended from time to time, whose address is 1524 Central SE, Albuquerque, New Mexico 87106, Ben Chavez and Vidalia B. Chavez, Trustees and their successors in office, whose address is 1524 Central SE, Albuquerque, New Mexico 87106, all our right, title and interest in and to a certain real estate contract dated the 21st day of September, 1994 (currently being an undivided 1/2 interest), originally by and between Mazelle Colton, a married woman joined by her husband, Marvin C. Colton as "Seller" and Ben Chavez and Vidalia B. Chavez (Assignors herein) as to an undivided 1/2 interest and Der S. Liu and Cafen C. Liu, husband and wife, as to an undivided 1/2 interest as "Purchaser" recorded in Book 94-27, Pages 1084-1087 of the records of the Clerk of Bernalillo County, New Mexico on September 22, 1994, the subject of said contract, said property being located in Bernalillo County in the State of New Mexico, and described as follows, to-wit:

Tract lettered "A" in Colton Addition, Albuquerque, New Mexico as the same is shown and designated on the plat thereof, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on May 11, 1973 in Map Book C9, folio 67.

WITNESS OUR HANDS AND SEAL this 17 day of May, 1995.

Ben Chavez
Ben Chavez

Vidalia B. Chavez
Vidalia B. Chavez

FRANK M. DOUGHERTY
ATTORNEY AT LAW
P.O. Box 25151
Albuquerque, NM 87125-5151

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 17th day of May, 1995, by Ben Chavez and Vidalia B. Chavez.

Judith R. ...
NOTARY PUBLIC

My Commission expires:
7-6-96

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORDED

95 MAY 19 AM 11:37

95-12 PG 2480
JUDY D. WICKWARD
CO. CLERK OF RECORDS
Judy D. Wickward

95050403

WARRANTY DEED

Ben Chavez and Vidalia B. Chavez, for consideration paid, grant to Ben Chavez and Vidalia B. Chavez, Trustees of the Chavez Revocable Trust dated January 13, 1994, as it has been or may be amended from time to time, and the successors in interest, whose address is 1524 Central SE, Albuquerque, New Mexico 87106, all their interest in the following described real estate in Bernalillo County, New Mexico:

An undivided one-half (1/2) interest in the following:

Tract lettered "A" in Colton Addition, Albuquerque, New Mexico as the same is shown and designated on the plat thereof, filed in the Office of the County Clerk of Bernalillo County, New Mexico, on May 11, 1973 in Map Book C9, folio 67.

Subject to patent reservations, restrictions and easements of record.

Subject to that certain License Agreement recorded in the Book BCR 90-19, Page 5466, records of Bernalillo County, New Mexico, and that certain License recorded as Document 73-78935 and amended as Document 74-91013, records of Bernalillo County, New Mexico.

SUBJECT TO a certain real estate contract dated September 21, 1994, wherein Grantor herein is named as a 1/2 Purchaser along with Der S. Liu and Cafen C. Liu, husband and wife for the other 1/2 and Owner and Mazelle Colton, a married woman joined by her husband, Marvin C. Colton as "Seller" recorded in Book 94-27, Pages 1084-1087 of the records of the Clerk of Bernalillo County, New Mexico on September 22, 1994, which contract Grantee herein has assumed and agreed to be bound by the terms thereof.

SUBJECT TO all reservations, restrictions, covenants and easements of record.

with warranty covenants.

WITNESS our hands and seal this 17 day of May, 1995.

FRANK M. DOUGHERTY
ATTORNEY AT LAW
P.O. Box 25151
Albuquerque, NM 87125-5151

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR REC'D

95 MAY 19 AM 11:37

95-12-2481-
JUDY D. WOODRUFF
CO. CLERK

Ben Chavez
Ben Chavez

Vidalia B. Chavez
Vidalia B. Chavez

2482

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 17 day of May
 , 1995, by Ben Chavez and Vidalia B. Chavez.

Fred W. Doughty
Notary Public

My Commission Expires:
7-6-96

ASSIGNMENT TO LIVING TRUST
of
REAL ESTATE CONTRACT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, **DER S. LIU**, more commonly known as **DER SHYUN LIU**, and **CAFEN LIU**, more commonly known as **CAFEN CHENG LIU**, husband and wife, Grantor, hereby sell, assign, convey, and transfer all of our right, title, and interest in that certain Real Estate Contract ("Contract") dated September 21, 1994, by and between Mazelle Colton, a married woman, joined by her husband, Marvin C. Colton, as Seller, and Der S. Liu and Cafen C. Liu, husband and wife, as joint tenants, as to an undivided 1/4 interest, as purchasers, recorded September 22, 1994, as Document No. 94-271084-1087, real property records of Bernalillo County, New Mexico, to the following assignee ("Assignee"):

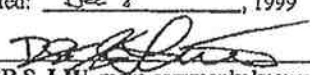
DER SHYUN LIU and CAFEN CHENG LIU, Trustees, or their successor in trust, under the LIU FAMILY LIVING TRUST, dated September 9, 1999, and any amendments thereto.


The Contract relates to the following described real property located in Bernalillo County, New Mexico, to wit:

Tract lettered "A" of Colton Addition, Albuquerque, New Mexico, as the same is shown and designated on the plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on May 11, 1973 in Map Book C9, folio 67.

SUBJECT TO: taxes for 1999 and all subsequent years, and all reservations, restrictions, and easements of record.

Dated: Dec 8, 1999


DER S. LIU, more commonly known as
DER SHYUN LIU



CAFEN LIU, more commonly known as
CAFEN CHENG LIU

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on Dec. 8, 1999, by **DER S. LIU**, more commonly known as **DER SHYUN LIU** and **CAFEN LIU**, more commonly known as **CAFEN CHENG LIU**.

(Seal, if any)


NOTARY PUBLIC

[My commission expires: 28 Oct 99

April 21, 2002



Judy D. Woodward Bern. Co. RSSN R 7.69

1999158993
3312336
Page: 1 of 1
12/08/1999 01:13P
Bk-9816 Pg-530

AMENDMENT TO REAL ESTATE CONTRACT

This AMENDMENT TO REAL ESTATE CONTRACT made this 3rd day of September, 2002, amends that certain Real Estate Contract dated September 21, 1994, recorded September 22, 1994, in Book 94-27, at Page 1084-1087, as Document No. 94115520, Bernalillo County, New Mexico, by and between MAZELLE COLTON, a married woman, joined by her husband, MARVIN C. COLTON (now deceased), as Seller, and BEN CHAVEZ and VIDALIA B. CHAVEZ, husband and wife, as Joint Tenants, as to an undivided $\frac{1}{2}$ interest and DER S. LIU and CAFEN C. LIU, husband and wife, as Joint Tenants, as to an undivided $\frac{1}{2}$ interest, as Purchaser, conveying the following described real estate:

Tract lettered "A" of Colton Addition, Albuquerque, New Mexico, as the same is shown and designated on the plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on May 11, 1973, in Map Book C9, folio 67.

It is agreed by and between the parties hereto that the Real Estate Contract is amended as follows:

1. The interest rate is reduced from 8.5% per annum to 7% per annum, effective September 21, 2002.
2. The monthly installment of \$2,215.00 is reduced to \$2,000.00, effective September 21, 2002.
3. Purchaser agrees to make the September 2002 payment on September 21, 2002. Seller and Purchaser agree that this \$2,000.00 payment shall include interest at the rate of 8.5%, and that all future payments shall include interest at the rate of 7% per annum.
4. Effective September 22, 2002, Purchaser shall make monthly installments of \$2,000.00 each, or more at Purchaser's option, including interest at the rate of 7% per annum, until the contract is paid in full.

It is further understood and agreed that all other terms and conditions of the Real Estate Contract remain as written.

Agreed: *Mazelle Colton*
Marvin Colton, attorney-in-fact Date: 9-4-02
Mazelle Colton

Agreed: *Ben Chavez* Date: 9-4-02
Ben Chavez

Agreed: *Vidalia B. Chavez* Date: 9-4-02
Vidalia B. Chavez

Agreed: *Der S. Liu* Date: 9-4-02
Der S. Liu

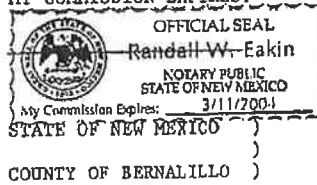
Agreed: *Cafen C. Liu* Date: 9-4-02
Cafen C. Liu



STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on September 4th, 2002,
by Ben Chavez and Vidalia B. Chavez, husband and wife.

MY COMMISSION EXPIRES:



[Signature]
NOTARY PUBLIC

This instrument was acknowledged before me on September 4, 2002,
by Der S. Liu and Cafen C. Liu, husband and wife.

MY COMMISSION EXPIRES:

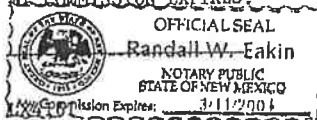
April 21, 2006

[Signature]
NOTARY PUBLIC

STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on September 4th, 2002,
by Mazelle Colton by Harry W. Baldwin, her attorney in fact.

MY COMMISSION EXPIRES:



[Signature]
NOTARY PUBLIC

PAGE 2 of 2



2002111813
5716866
Page: 2 of 2
88/85/2882 19:18A
Bk-R41 Pg-1494

5539103-AL04FH
Bureau of Real Property Tax Ass. Co. Of N.M.

**PERSONAL REPRESENTATIVES' DEED
AND SELLERS' ASSIGNMENT OF REAL ESTATE CONTRACT**

HARRY W. BALDWIN, Personal Representative of the Estate of Marvin C. Colton, deceased, and HARRY W. BALDWIN, Personal Representative of the Estate of Mazelle Colton, deceased, for consideration paid, grant to ST. MARK'S ON-THE-MESA EPISCOPAL CHURCH, a New Mexico non-profit corporation, whose address is 431 Richmond Pl. NE, Albuquerque, New Mexico 87106, the following described real estate in Bernalillo County, New Mexico:

Tract lettered "A" of COLTON ADDITION, Albuquerque, New Mexico, as the same is shown and designated on the plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on May 11, 1973, in Map Book C9, Folio 67.

SUBJECT TO reservations, restrictions, easements of record, and all taxes.

Subject to the hereinafter described Real Estate Contract; and Grantors hereby sell, assign, transfer, and set over unto Grantee all Seller's interest in that certain Real Estate Contract dated September 21, 1994 between Mazelle Colton, a married woman joined by her husband Marvin C. Colton, as Sellers, and Ben Chavez and Vidalia B. Chavez, husband and wife as joint tenants, as to an undivided 1/2 interest and Der S. Lui and Cafen C. Lui, husband and wife, as joint tenants as to an undivided 1/2 interest, as Purchasers for the sale and purchase of the above described real property. Grantee assumes no obligations on the Real Estate Contract other than to deliver the deed to said real property placed in escrow under the Real Estate Contract to Purchasers upon payment in full of said Contract.

Grantors hereby certify that the remaining balance due on said Real Estate Contract is the sum of \$191,189.09 and said Real Estate Contract is presently escrowed at Sunwest Trust under Account No. 100-046917.

GRANTOR HEREBY CERTIFIES that he is the duly appointed and acting Personal Representative of the Estate of Marvin C. Colton, deceased, as appointed by the Bernalillo County District Court in Cause PB98-278. Grantor further certifies that he is the duly appointed and acting Personal Representative of the Estate of Mazelle Colton, deceased, as appointed by the Bernalillo County District Court in Cause PB2004-000353.

With special warranty covenants.

Witness my hand on May 11th 2005.


ESTATE OF MARVIN C. COLTON, Deceased.

By: *Harry W. Baldwin*
HARRY W. BALDWIN, Personal Representative

ESTATE OF MAZELLE COLTON, Deceased.

By: *Harry W. Baldwin*
HARRY W. BALDWIN, Personal Representative

FOR RECORDING ONLY



Mary Herrera Bern. Co. DEED R 11.09 2885865824 Page 1 of 2 05/12/2005 11:17R BK-496 Pg-5828

ACKNOWLEDGMENT FOR ESTATE

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me on May 10, 2005 by Harry W. Baldwin, duly appointed Personal Representative of the Estate of Marvin C. Colton, deceased, on behalf of said Estate.

Jesse L. Jenkins
Notary Public



ACKNOWLEDGMENT FOR ESTATE

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me on May 10, 2005 by Harry W. Baldwin, duly appointed Personal Representative of the Estate of Mazelle Colton, deceased, on behalf of said Estate.

Jesse L. Jenkins
Notary Public



FOR RECORDER'S USE ONLY



Harry Herrera

Bern. Co. DEED

R 11.00

2005065824
6291872
Page 2 of 2
05/12/2005 11:17A
Bx-R98 Pg-5820

553903 ALCHFH
Return to Post-Recorder Title Ins. Co. Of N.M.

**SPECIAL WARRANTY DEED
AND SELLER'S ASSIGNMENT OF REAL ESTATE CONTRACT**

ST. MARK'S ON-THE-MESA EPISCOPAL CHURCH, a New Mexico non-profit corporation, for consideration paid, grants to RUTH K. SMYER AND MYRNA R. SMYER, Trustees of the RUTH K. SMYER TRUST UTA DATED SEPTEMBER 29, 2004, as to an undivided two-thirds (2/3) interest and CARLTON W. CANADAY AND MYRNA R. SMYER, husband and wife, as joint tenants, as to an undivided one-third (1/3) interest, whose address is 900 Lamp Post Circle SE, Albuquerque, New Mexico 87123, the following described real estate located in Bernalillo County, New Mexico:

Tract lettered "A" of COLTON ADDITION, Albuquerque, New Mexico, as the same is shown and designated on the plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on May 11, 1973, in Map Book C9, Folio 67.

SUBJECT TO reservations, restrictions, easements of record, and all taxes.

Subject to the hereinafter described Real Estate Contract; and Grantors hereby sell, assign, transfer, and set over unto Grantee all Seller's interest in that certain Real Estate Contract dated September 21, 1994 between Mazelle Colton, a married woman joined by her husband Marvin C. Colton, as Sellers, and Ben Chavez and Vidalia B. Chavez, husband and wife as joint tenants, as to an undivided 1/2 interest and Der S. Lui and Cafen C. Lui, husband and wife, as joint tenants as to an undivided 1/2 interest, as Purchasers for the sale and purchase of the above described real property. Grantee assumes no obligations on the Real Estate Contract other than to deliver the deed to said real property placed in escrow under the Real Estate Contract to Purchasers upon payment in full of said Contract.

Grantors hereby certify that the remaining balance due on said Real Estate Contract is the sum of \$191,189.09 and said Real Estate Contract is presently escrowed at Sunwest Trust under Account No. 100-046917.

With special warranty covenants.

Witness its hand on May 8, 2005.

ST. MARK'S ON-THE-MESA EPISCOPAL CHURCH

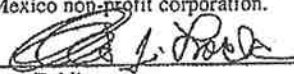
By: 
WARREN SMALLEY, SENIOR WARDEN

By: 
JAMES HICKS, TREASURER

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

This Special Warranty Deed and Seller's Assignment of Real Estate Contract was acknowledged before me on May 8, 2005, by Warren Smalley, Senior Warden, and James Hicks, Treasurer, on behalf of St. Mark's on-the-Mesa Episcopal Church, a New Mexico non-profit corporation.


Notary Public

My commission expires:



FOR RECORDER'S USE ONLY



2005065825
8281873
Page: 1 of 1
85/12/2005 11:17A
Bk-R96 Pg-5629

Mary Herrera serm. co. SP4D R 9.00

10-23-73

Misc. - 337 / 755

78935

LICENSE

This agreement, made and entered into this
12th day of *October*, 1973, by and between New Mexico
Chemical-Surgical Company, Inc., a New Mexico corporation,
hereinafter referred to as Licensor, and Charles W. Trask
and Lucille B. Trask, his wife, and Andrew E. Long and Bonnie
J. Long, his wife, hereinafter called Licensees, WITNESSETH:

That in consideration of the mutual covenants
herein stated, the parties hereto agree as follows:

1. That Licensor hereby grants to Licensees a
license to use, subject to all the terms hereinafter stated, the
following-described premises, TO WIT, the northerly twenty-five
feet of the following-described tract of land:

A tract of land within the Town of Albuquerque
Grant, in the City of Albuquerque, New Mexico,
and being more particularly described as follows:

BEGINNING, for a tie, at the Northeast corner of Lot 1
in Block 23 of Country Club Addition, First Extension
North, Albuquerque, New Mexico, as the same is
shown and designated on the plat of said Addition
filed in the office of the County Clerk of Bernalillo
County, New Mexico, on the 16th day of May, 1938,
a point on the Easterly boundary of the Town of
Albuquerque Grant, and running N. 00 deg. 23' E.,
2999.50 feet along said Grant boundary to a point;
thence leaving said Grant boundary and running N.
81 deg. 23' W., 1372.95 feet to a point; thence
running N. 08 deg. 37' E., 465.39 feet to the South-
west and beginning corner No. 1 of the tract herein
set forth; and running thence

N. 05 deg. 23' E., 50.08 feet to the Northwest
corner No. 2 of the tract herein set forth; thence
S. 81 deg. 23' E., 340.13 feet to the Northeast
corner No. 3 of the tract herein set forth, a
point on the existing Westerly right of way line of
University Boulevard NE; thence

S. 17 deg. 52' E. , 55.86 feet along said Westerly right of way line of said University Boulevard NE to the Southeast corner No. 4 of the tract herein set forth; thence leaving said University Boulevard NE and running N. 81 deg. 23' W. , 362.22 feet to the Southwest corner No. 1 and the place of beginning.

2. The premises shall be occupied and used by the Licensees solely as a driveway and a means of ingress and egress to their property, which lies immediately north of the tract of land upon which the license is granted,

3. That in consideration of this license to use the land described above, the Licensees undertake and agree to pave said tract of land, keep and maintain the paving in good condition at all times, and in good repair, so that it is always usable for the purposes herein set forth, and to provide access to Indian School Road across the southwesterly corner of the tract of land owned by the Licensees, said tract of land being more particularly described as follows:

A tract of land located within section 16 T. 10 N. , R. 3 E. , N.M.P.M. , Bernalillo County, Albuquerque, New Mexico, and contains 14,257 sq. ft.

More particularly by survey,
Beginning at the Southeast corner which ties to an Indian School Road NE R/W Marker mark Sta 54-17.34, tie, N 88° 1' 20" E, 1709.51 feet, R/W Marker S 0° 30' W, 26.0 feet of Northwest corner lot G-1, Block 14, Vista Larga Addition and S 0° 30' W, 40.0 feet of Northwest corner section 16, T 10 N, R 6 E, (monument removed), thence N 17° 25' W 53.53 feet along the West R/W line of University Boulevard NE to the Northeast corner, thence N 81° 23' W, 253.97 feet to the Northwest corner, thence S 81° 20' 40" W, 79.43 feet along the chord of an arc of a circle of R = 2083.64 feet, a Delta of 2° 10' 20" and a length of 79.54 feet, and Southeast R/W line for Indian School Road NE, to the Southwest corner, thence S 81° 23' E 340.66 to the Southeast corner and point of beginning.

4. That access shall be by means of cutting the curbing and paving the surface of the land of the Licensor and the Licensees, so that there is continuous paving across the land of the Licensor and the Licensees to Indian School Road, with the access conforming to the requirements of the City of Albuquerque. That Licensees will pave and make a curb cut at the appropriate place on Indian School Road on the following-described land:

Beginning at the Northwest corner of the Colton Addition, thence S $81^{\circ} 23'$ E, 63.35 feet; thence N $08^{\circ} 37'$ E, 47.91 feet; thence S $61^{\circ} 20' 40''$ W, 79.43 feet, being the chord of a curve with radius of 2085.64 feet, and a central angle of $2^{\circ} 10' 30''$, along the right of way of Indian School Road to the Northwest corner of the Colton Addition and the point and place of beginning.

5. The Licensees further agree to maintain said paving and the access to it in good condition at all times, to keep the area under the license free and clear of all obstructions and obstacles which would interfere with the free use by either Licensor or Licensees.

6. It is understood that Licensor shall have equal rights to use the premises with the Licensees, including the access provided by the Licensees to Indian School Road, as referred to in Paragraph 4. That in the event Licensor terminates this license for any of the reasons set forth herein, then the Licensor's right to use the access described in Paragraph 4 shall terminate.

7. The Licensees understand that there is an easement to the City of Albuquerque under this same tract of

land which contains sanitary sewer lines, water lines, and gas mains.

8. If from time to time the paving on the land licensed here is for any reason cut by the City of Albuquerque or any public utility having the right to use such easement, then it shall be the responsibility of the Licensees to repair and maintain the paving.

9. This license shall remain in full force and effect and shall be terminated by the Licensor only if the Licensees fail to maintain the paving or shall use the licensed premises for any purpose other than those set forth herein, or in any way interfere with the use of the licensed premises by the Licensor.

10. This license shall inure to the benefit of the Licensees' successors and assigns, provided such successors and assigns comply with all the terms and conditions of this license.

11. The Licensees shall have one year from the date hereof in which to make the curb cut, pave their land, and pave the land of the Licensor. In the event that Licensees or their successors should fail in this, then this license shall become null and void and of no effect.

NEW MEXICO CHEMICAL-SURGICAL COMPANY

By Marvin L. Polton
President

Charles W. Trask
Charles W. Trask

Lucille B. Trask
Lucille B. Trask

Andrew E. Long
Andrew E. Long

Bonnie J. Long
Bonnie J. Long

STATE OF NEW MEXICO
COUNTY OF BERNALILLO ss.

The foregoing instrument was acknowledged before me this 18th day of April, 1973, by Marvin Colton, President of New Mexico Chemical-Surgical Company, Inc., on behalf of said corporation.

Marvin Colton
Notary Public

My commission expires:
My Commission Expires Nov 5, 1975

STATE OF NEW MEXICO
COUNTY OF BERNALILLO ss.

The foregoing instrument was acknowledged before me this 12th day of October, 1973, by Charles W. Trask and Lucille B. Trask.

Charles W. Trask
Notary Public

My commission expires:

STATE OF NEW MEXICO
Santa Fe COUNTY OF BERNALILLO ss.

The foregoing instrument was acknowledged before me this 12th day of October, 1973, by Andrew E. Long

and Bonnie J. Long.

Glenn W. Ricketts
Notary Public

My commission expires:

September 29, 1973

295 P
 7. use
 337
 753-760
 [Circular Notary Seal]

LICENSE AMENDMENT.

WHEREAS, New Mexico Chemical-Surgical Company, Inc. has granted a license to use a part of its land such license having been recorded in the Office of the County Clerk of Bernalillo County, New Mexico on the 23rd day of October, 1973, in Book Misc. 337, pages 755-760; and

WHEREAS, the assignee of the original licensees desire a change in such license; and

WHEREAS, the licensor agrees to such change:

IT IS HEREBY AGREED:

THAT Section 2 on Page two be, and the same hereby is amended to read:

"The premises shall be occupied and used by the Licensees solely as a driveway and for parking and a means of ingress and egress to their property, which lies immediately north of the tract of land upon which the license is granted. Parking shall be parallel to and adjoining the Northern boundary of the property under license and will not interfere with ingress and egress to either the property of the licensor or the licensee. A total of fourteen parking spaces may be used as described above by the licensor and licensees."

DONE this 21 day of January, 1974.

NEW MEXICO CHEMICAL-SURGICAL COMPANY, INC., Licensor

BY Martin C. Polter
Title President

Shirley Mabray
SHIRLEY MABRAY, (Licensee)

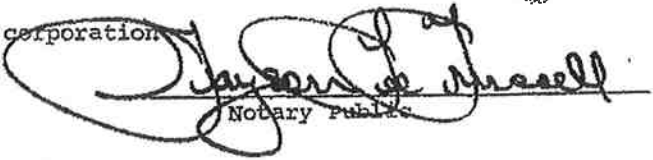
Don D. Mabray
DON D. MABRAY, (Licensee)

State of New Mexico | 33
County of Bernalillo
This instrument was filed for record on

AS 12.00 JAN 25 1974
Misc 350
380-281

STATE OF NEW MEXICO
COUNTY OF BERNALILLO

The foregoing instrument was acknowledged before me on this
21 day of JANUARY, 1974, by MARCO C. CUSTO,
President of NEW MEXICO CHEMICAL-SURGICAL COMPANY, INC., for and
on behalf of said corporation.


Notary Public

My Commission Expires:
9/11/76

STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO) ss.

The foregoing instrument was acknowledged before me on this
21 day of JANUARY, 1974, by SHIRLEY MABRAY and DON D.
MABRAY.


Notary Public

My Commission Expires:
9/11/76

Return to: SUED
Lawyer's Title Insurance Co.
TI # 75085

9093140

LICENSE AGREEMENT

5466

S. Victor Savino, M.D., a married man being the Owner of the Property described as Exhibit A attached hereto, hereby grants a revocable license to Mazelle Colton, a married woman, being the owner of the property contiguous to and east of the property shown on Exhibit A. This license is for use of the paved driveway shown in the Northeast Corner of Exhibit A and which driveway encroaches upon (by approximately 50.08 feet) the property on Exhibit A. This encroachment has been disclosed by a survey dated November 19, 1990 prepared by Carl Harrington.

By granting this revocable license, Dr. Savino is not waiving any right to enforce any and all property rights he has and he is not granting a proscriptive right or right of adverse possession and no such right exist or shall arise out of the use permitted under this license agreement.

The owner of the property east of Exhibit A agrees, and any successor thereto, to have the sole responsibility for maintenance of the driveway.

This revocable license can be revoked at any time by the owner of the tract of land, shown as Exhibit A, giving written notice of such termination of this License Agreement to Mazelle Colton or the successor owner of the property.

In witness whereof the parties have executed this agreement this 3rd day of ~~November~~, 1990.
~~December~~ no.

Mazelle Colton
Mazelle Colton
Owner of Tract A Colton Addn.
Bernalillo County, New Mexico

S. Victor Savino
S. Victor Savino, M.D.
Owner of property described on
Exhibit A

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

90DEC -6 AM 10: 14

BK BCR 9019 PG 5466-5468
GLADYS H. DAVIS
CLERK & RECORDER

Chely DEPUTY

5467

STATE OF NEW MEXICO)
) ss:
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me
this ~~21~~ day of ~~November~~, 1990 by Mazelle Colton.
DECEMBER 1990

See Dunworth
Notary Public


My Commission Expires:

- - - 000 - - -

STATE OF NEW MEXICO)
) ss:
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me
this ~~5th~~ day of December, 1990 by S. Victor Savino, M.D.

Margaret A. Johnson
Notary Public

My Commission Expires:

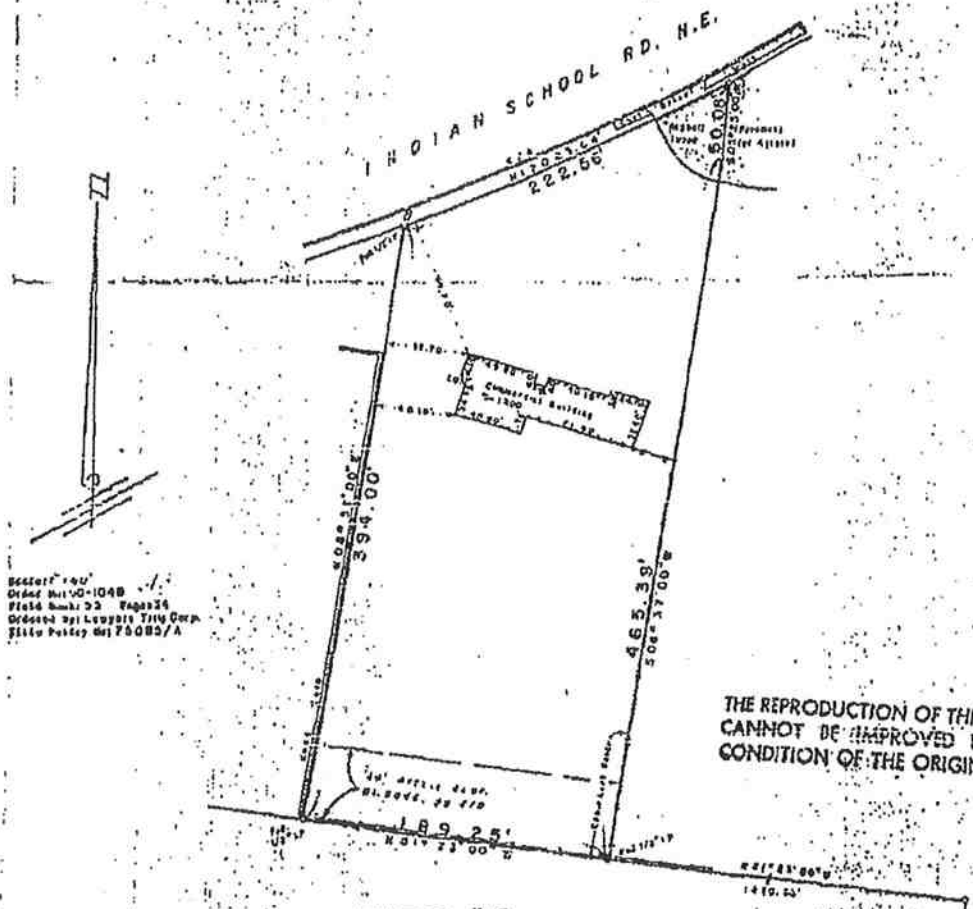
02-23-90

/104

EXHIBIT A INSPECTION REPORT

5468

A tract of land situate within the town of Albuquerque, New Mexico, being and comprising portions of Tracts numbered 1, 2 and 9-A of the Rio Grande Transfer Company, Albuquerque, New Mexico, as said tracts are shown and designated on the plat thereof prepared by Ross Moore Professional Office under date of March 30, 1946, and revised March 11, 1957, such plat being of record in the Office of the County Clerk of Bernalillo County, New Mexico, as follows: DECEMBER 23, 1957, for a line, at the Northeast corner of Lot numbered 27, in Block numbered Twenty-three (23) of Country Club Addition, First Addition, North, as the same is shown and designated on the plat of said addition filed in the Office of the County Clerk of Bernalillo County, New Mexico, on the 16th day of May, 1934, said corner of said Corner, and running thence N. 0 deg. 23' E. 222.55 feet along the East boundary of said Town of Albuquerque Grant to a point leaving said South boundary and starting N. 21 deg. 31' W. 470.00 feet to the Southeast and beginning corner No. 1 of the tract herein set forth, thence continuing N. 01 deg. 23' N., 102.25 feet to the Southeast corner No. 2 of the tract herein set forth thence N. 00 deg. 07' N., 294.00 feet to a point on curve on the present Southern right-of-way line of Indian School Road, N.E., and the Northwest corner No. 3 of the tract herein set forth, thence Northwesterly along a curve left having a radius of 2003.64 feet a distance along arc of 221.66 feet (Chord N. 65 deg. 31' E., 222.45 feet) along said Southern right-of-way line of Indian School Road, N.E., to the Northwest corner No. 4 of the tract herein set forth thence leaving said Indian School Road, N.E., and running S. 05 deg. 23' W. 50.00 feet to corner No. 5 of the tract herein set forth, thence S. 04 deg. 47' W. 457.00 feet to the Southeast corner No. 1 and place of beginning.



Survey No. 100
 Order No. 1048
 Field Book No. 22 Page 24
 Ordered by Leopoldo T. Corp.
 File No. 75085/A

THE REPRODUCTION OF THIS DOCUMENT
 CANNOT BE IMPROVED DUE TO THE
 CONDITION OF THE ORIGINAL.

EXHIBIT "A"

Carl R. Hoffmann, S.N.M.S. 87209
 1211 N. 4th Street, N.E., Albuquerque, New Mexico, 87106
 (505) 245-0450 FAX (505) 245-1911
 November 19, 1980

Survey No. 100
 Order No. 1048
 Field Book No. 22 Page 24
 Ordered by Leopoldo T. Corp.
 File No. 75085/A

HERS, INC
CALIFORNIA 94558
(714) 255-6212
(800) 842-4900

PLAT OF
TRACT "A"
COLTON ADDITION

ALBUQUERQUE, NEW MEXICO

ROSS HOWARD COMPANY

DRK-MDJ

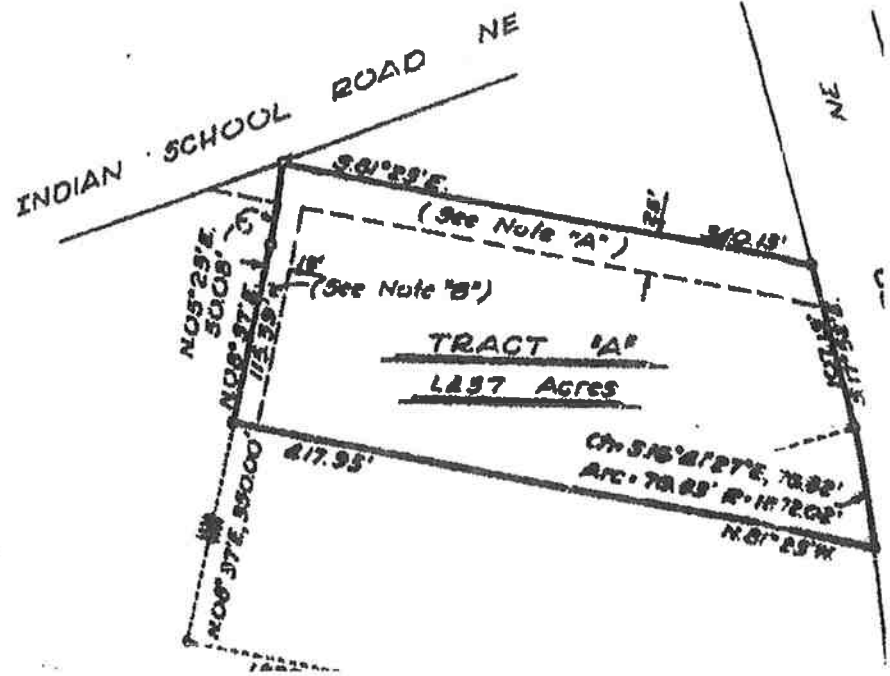
APRIL 21, 1973

State of New Mexico
County of Bernalillo
This instrument is

MAY
At 10 o'clock A.M.
of records of said

[Signature]

Land,
the Laws
certify
prepared
of that
and correct
f.

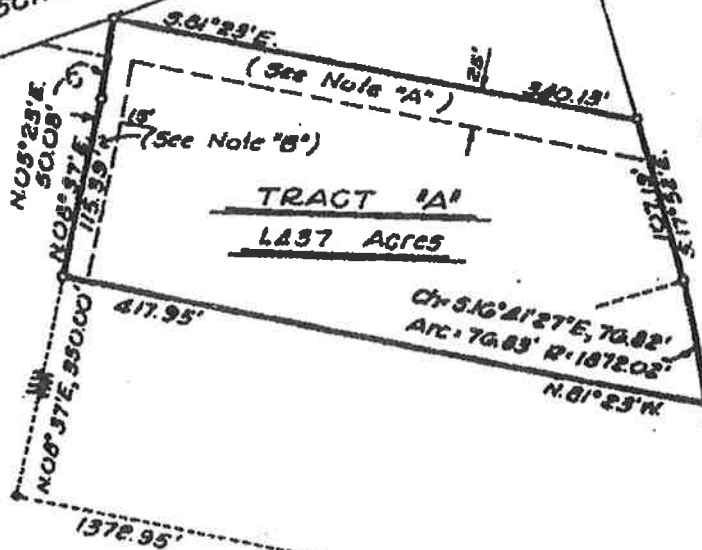


INDIAN SCHOOL ROAD NE

NE



Scale - 1" = 100'



NOTES: City of Albuquerque utility easements

"A" - The 25' easement hereon shown contains sanitary sewer, water and gas mains.

"B" - The 15' easement hereon shown contains a water main.

Northeast corner of Lot 1, Block 23 Country Club Addition, First Extension North, as shown on the plat of said Addition filed in the office of the County Clerk of Bernalillo County, New Mexico, on May 10, 1930.

3

2

N. 00° 23' E.