

LAWYERS TITLE  
INSURANCE CORPORATION

NATIONAL HEADQUARTERS  
RICHMOND, VIRGINIA

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A

1. **EFFECTIVE DATE:** September 20, 1990 at 8:00 A.M. **CASE NO.** TIA74581 **BR**
2. **POLICY OR POLICIES TO BE ISSUED:**  
(a) **AMOUNT \$** 107,100.00

X ALTA OWNER'S POLICY (10-21-87)  
ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)  
PROPOSED INSURED:

The Regents of the University of New Mexico

(b) **AMOUNT \$**

ALTA LOAN POLICY (10-21-87)  
PROPOSED INSURED:

(c) **AMOUNT \$**

PROPOSED INSURED:


3. **TITLE TO THE CONTRACT PURCHASERS ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT IS AT THE EFFECTIVE DATE HEREOF VESTED IN :**

John W. Fowler and Nancy M. Fowler, his wife, as Trustees of The Fowler Family Trust, dated January 29, 1981

4. **THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:**

SEE ATTACHED EXHIBIT "A"

COUNTERSIGNED AT ALBUQUERQUE, NEW MEXICO

  
\_\_\_\_\_  
Authorized Officer or Agent  
Form No. 91-88(SCH.A) NM 6 (10/85)

COMMITMENT NO. BF762447 ts  
Schedule A.-Page 1

THIS COMMITMENT IS INVALID UNLESS  
THE INSURING PROVISIONS AND  
SCHEDULES A AND B ARE ATTACHED.

**LAWYERS TITLE  
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**SCHEDULE A CONTINUED  
EXHIBIT "A"**

TIA74581

Lot lettered "Y" in Block numbered One (1) of the Replat of Lots 8, 9 and 10, and portions of 7 and 11, in Block 1 of the Replat of Lot "A" in Block 1 of the SIGMA CHI ADDITION, to the City of Albuquerque, New Mexico, as the same is shown and designated on the Map of said Replat, filed in the Office of the County Clerk of Bernalillo County, New Mexico on May 16, 1951.

LAWYERS TITLE  
INSURANCE CORPORATION

NATIONAL HEADQUARTERS  
RICHMOND, VIRGINIA

SCHEDULE B - I CASE NO. TIA74581

REQUIREMENTS

THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:

ITEM (A) PAYMENT TO OR FOR THE ACCOUNT OF THE GRANTORS OR MORTGAGORS OF THE FULL CONSIDERATION FOR THE ESTATE OR INTEREST TO BE INSURED.

ITEM (B) PROPER INSTRUMENT(S) CREATING THE ESTATE OR INTEREST TO BE INSURED MUST BE EXECUTED AND FULLY FILED FOR RECORD TO WIT:

1. Warranty Deed from Charles W. Logan and Patricia B. Logan, his wife to John W. Fowler and Nancy M. Fowler, his wife, as Trustees of The Fowler Family Trust, dated January 29, 1981 in fulfillment of Real Estate Contract dated September 1, 1981, filed September 4, 1981, in Book Misc. 877, page 23, as Document No. 81-47794, records Bernalillo County, New Mexico.
2. Warranty Deed from John W. Fowler and Nancy M. Fowler, his wife, as Trustees of The Fowler Family Trust, dated January 29, 1981 to The Regents of the University of New Mexico.

Item (c) Consent to Delivery of the Warranty Deed hereinabove required by:

- A) The University of New Mexico Board of Regents.
- B) The New Mexico Commission on Higher Education
- C) The New Mexico State Board of Finance.

Item (d) Payment of any and all taxes now due and payable up to and including taxes for the year 1989, plus any penalties and interest.

Item (e) Payment and Release of the following:

1. Mortgage dated May 16, 1978, in favor of Affiliated Mortgage and Development Company, executed by Gary J. Smith and Barbara W. Smith, his wife, in the amount of \$54,000.00, recorded May 24, 1978, in Book MD 428A, page 659, as Document No. 78-37380; assigned to The New Mexico Mortgage Finance Authority by instrument recorded in Book Misc. 667, page 626, records Bernalillo County, New Mexico. (TO BE EXECUTED BY BOTH THE NEW MEXICO MORTGAGE FINANCE AUTHORITY AND ABQ DEVELOPMENT CORPORATION, A NEW MEXICO CORPORATION)

LAWYERS TITLE  
INSURANCE CORPORATION

NATIONAL HEADQUARTERS  
RICHMOND, VIRGINIA

SCHEDULE B - II      CASE NO. TIA74581  
EXCEPTIONS

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

**GENERAL EXCEPTIONS:**

1. Rights or claims of parties 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.
6. Any titles or rights asserted by anyone including, but not limited to, persons, corporations, governments, or other entities, to lands comprising the shores or bottoms of navigable streams, lakes or land beyond the line of the harbor or bulkhead lines established or changed by the United States Government.
7. Unpatented mining claims, reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
8. Taxes or assessments which are not shown as existing liens by the public record.
9. Taxes for the year 1990, and thereafter.
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.

**SPECIFIC EXCEPTIONS: (SEE EXHIBIT "B" ATTACHED)**

General Exceptions 1, 2, 3 and/or 4 may be deleted from any policy upon compliance with all provisions of the applicable regulations, upon payment of all additional premiums required by the applicable regulations, upon receipt of the required documents and upon compliance with the Company's underwriting standards for each such deletion. General Exception 5 may be deleted from policy if the name 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 a trustee.

**LAWYERS TITLE  
INSURANCE CORPORATION**

**NATIONAL HEADQUARTERS  
RICHMOND, VIRGINIA**

**SCHEDULE B - II  
EXHIBIT "B"**

CASE NO. TIA74581

11. Reservations in Patent from the United States of America, recorded in Book 22,, page 160, records Bernalillo County, New Mexico.
12. Reservations in Patent from the State of New Mexico, recorded in Book 102, page 432, records Bernalillo County, New Mexico.
13. Restrictions, but omitting any restriction based on race, color, religion, or national origin, appearing of record in Book 176, page 79, records Bernalillo County, New Mexico.
14. Easement for maintenance of utilities reserved along the Rear Four and one-half (4.5') feet of the insured premises, as reserved in the Restrictive Covenants recited herein.
15. The Terms, Provisions, Conditions, Restrictions and Stipulations contained in any and all Leases, Subleases or Tenancies affecting the insured premises.

**THIS COMMITMENT IS INVALID UNLESS  
INSURING PROVISIONS AND  
SCHEDULE A AND B ARE ATTACHED.**

**SCHEDULE B-SECTION II-PAGE 2-COMMITMENT NO. BF762447**

executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed and as Guardian for said insane person.

WITNESS MY HAND and seal the day and year last above written.

My commission expires:  
9-11-1941 (NOTARIAL SEAL)

D. A. Macpherson, Jr.,  
Notary Public

APPROVED:  
Bryan G. Johnson  
District Judge.

This instrument was filed for record on the 18 day of July, 1940, at 9:01 A.M.  
Recorded in Vol. 176, page 78, on this the 18th day of July, 1940.

Velma Dowdy, Clerk & Recorder.  
May S. Scull, Deputy Clerk.

ESPANOL  
*[Signature]*

176/79

(20473) CR.

COVENANTS AND BUILDING RESTRICTIONS FOR BLOCKS ONE AND  
TWO OF THE SIGMA CHI ADDITION TO THE CITY  
OF ALBUQUERQUE, NEW MEXICO

This agreement for building restrictions and other covenants to run with the land known and described as Blocks One and Two of the Sigma Chi Addition to the City of Albuquerque, New Mexico, is made and entered into this 11th day of July, 1940, between the Sigma Chi Association of the University of New Mexico, owners of the unsold portion of said addition, and E. J. Workman and Maud Workman, his wife; William E. Burk and Suzanne Burk, his wife, D. Patrick Miller and Betty A. Miller, his wife; Allen Earl Vincent and Sarah Francis Vincent, his wife; J. Vernon Taylor and Una Taylor, his wife, and the Albuquerque National Trust & Savings Bank, trustee of the T. M. Dorris Trust, previous purchasers of certain lots in said addition, and in consideration of the mutual promises and agreements herein contained it certifies that the following covenants shall be binding on the owners of lots in Blocks One and Two of said addition and their subsequent grantees, heirs, executors, administrators, successors or assigns and shall be and hereby are made covenants running with the land and premises known and described as Blocks One and Two of the Sigma Chi Addition to the City of Albuquerque, New Mexico, to-wit:

1. Only one single family dwelling house of a cost of at least Four Thousand Dollars (\$4000) and one detached garage or other building shall be erected on the premises herein conveyed. Plans and specifications for such structures shall be submitted to the architect of the Sigma Chi Association of the University of New Mexico for written approval thereof, and such approval shall be given where the plans and specifications shall conform suitably with that in the addition and the requirements of municipal building ordinances are complied with.
2. The premises affected hereby shall not be subdivided or replatted by any subsequent grantee, but nothing herein contained shall prevent the owner or owners of more than one lot from reselling a portion thereof provided that no house occupy less than one entire lot.
3. All adobe buildings must be properly finished on the exterior within six months after construction.
4. No building shall be fronted on a side street, except a garage, the architecture of which shall conform to the general style of the house erected upon the premises.
5. No temporary building shall at any time be erected or placed on the premises except sheds or workshops for use in connection with the building of permanent buildings in the course of construction.
6. No tents, shacks, trailers, or garages shall be occupied as living quarters on said premises prior to the completion of a permanent dwelling.
7. No building, porch, or other structure shall be erected on the premises nearer than twenty-five (25) feet from the street line or nearer than five (5) feet from the front sixty (60) feet of the line of the adjoining lot or lots and all dwelling houses shall face the street adjoining said premises toward the front property line, not, however, to restrict corner lots as to more than one frontage.
8. No close board or unsightly fence shall be erected on the said premises.
9. No building erected on the said premises shall be used for any purpose other than as a single family dwelling, provided that nothing herein contained shall prevent a family occupying a house upon the said premises from renting one or more rooms of the same to a bona fide university students or persons domiciled and employed in the City of Albuquerque, New Mexico.
10. The premises affected hereby shall not be used or occupied by any person or persons of Oriental or African descent but this covenant shall not prevent the employment of servants acting solely under the direction of the owner or lessee thereof and residing temporarily upon such premises during their employment.
11. No building erected on said lots shall be used as a store or a sanatorium (sanatorium being defined as any place harboring three or more people suffering from tuberculosis.)
12. In the event no alley is platted abutting the rear line of any lot an easement is reserved along the rear four and one-half feet thereof for the use of the city, or any public utility company for the installation, maintenance, and servicing of telephone, electric lines, gas lines, sewer lines, and for the use of other public utilities and conveniences.
13. All lots to be improved shall be provided with concrete curbs and gutters.

14. All lots to be approved shall be serviced with City water, sewer, gas and electricity, or have similar services available.

15. Sigma Chi Association of the University of New Mexico, in consideration of these premises covenants that no additional structure shall be erected on Lot 7 (part of Lot A, as replatted) in Block 1 of the Sigma Chi Addition, unless the same shall be a part of the Sigma Chi Fraternity house now located on said Lot 7.

16. These covenants and restrictions are to run with the land and shall be binding on all the parties and all persons claiming under them.

17. If the parties hereto, or any of them, or their successors or assigns, shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other lots in said blocks one and two of the Sigma Chi Addition to the City of Albuquerque, New Mexico, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other penalties for such violation.

18. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

19. In the event the land heretofore conveyed, or any part thereof, is a corner lot, as shown and described on the map and plat thereof, the owner thereof will not oppose the improvement of any street or streets abutting thereto, but shall and does hereby consent for themselves and subsequent grantees that the Sigma Chi Association of the University of New Mexico may have and is hereby given the power irrevocable to consent to such improvement as may be inaugurated by the governing body of the City of Albuquerque under the then existing improvement laws to pave and otherwise improve the street abutting the land hereinbefore described.

20. None of the covenants herein contained shall extend to other platted property owned by the Sigma Chi Association of the University of New Mexico, lying to the north of Blocks One and Two nor shall the foregoing covenants, except as provided by Paragraph 5, apply to lot 7 of Lot A as replatted, that being the premises and adjoining ground occupied by the fraternity house of the Sigma Chi Association of the University of New Mexico.

21. All existing mortgagees in consideration of the premises and acknowledgment of betterment of their security due to the covenants above set out, append their signatures below as consenting to this agreement and agree that such existing mortgages are hereby made subject to the restrictions herein set forth.

IN WITNESS WHEREOF, this agreement and covenants to run with the land, is executed the day and year first above written, to remain in full force and effect until December 31, 1965.

Attest: Genevieve Stern  
Acting Secretary  
(CORPORATE SEAL)

SIGMA CHI ASSOCIATION OF THE UNIVERSITY OF  
NEW MEXICO  
BY Pearce C. Rodey  
President

The above and foregoing is approved  
and agreed to.

E. J. Workman  
E. J. Workman

Eugenio Perez, 1st Mortgagee  
By P. C. Rodey, Atty.

Maud Workman  
Maud Workman

Grand Council of Sigma Chi Fraternity  
2nd Mortgagee by P. C. Rodey, Agent

W. E. Burk  
William E. Burk

The above and foregoing is approved and  
agreed to.

Suzanne Burk  
Suzanne Burk

Albuquerque National Trust & Savings Bank  
Albuquerque, New Mexico; By R. M. Elder  
Mortgagee Trust Officer

.....  
(D. Patrick Miller The above and foregoing is )  
(D. Patrick Miller approved and agreed to. )  
ALBUQUERQUE FEDERAL SAVINGS )  
(Betty A. Miller & LOAN ASSOCIATION By: )  
(Betty A. Miller Hugh J. Graham, Secy-Treas )  
..... Mortgagee..... )

The above and foregoing is approved and agreed to;  
No mortgage on Burk property.

Allen Earl Vincent  
Allen Earl Vincent

The above and foregoing is approved and  
agreed to; Mortgage & Investment Co. of  
El Paso, Texas, by Clair A. Callender,  
Mortgagee Vice President

Sarah Frances Vincent  
Sarah Francis Vincent

The above and foregoing is approved  
and agreed to  
Albuquerque Federal Savings & Loan  
Association  
By Hugh J. Graham, Secy-Treas.  
Mortgagee

J. Vernon Taylor  
J. Vernon Taylor

Una Taylor  
Una Taylor

Attest:  
G. Giomi  
A. Cashier (CORPORATE SEAL)

ALBUQUERQUE NATIONAL TRUST & SAVINGS BANK,  
Trustee of T. M. Dorris Trust  
By R. M. Elder  
Trust Officer

STATE OF NEW MEXICO  
County of Bernalillo...ss.

On this 6th day of July, 1940, before me personally appeared, Pearce C. Rodey, who being first duly sworn upon oath, states: That he is an officer, to-wit, President of the Sigma Chi Association of the University of New Mexico, a corporation organized and existing under and by virtue of the laws of the State of New Mexico; that the seal affixed to the above and foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said Pearce C. Rodey, acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and seal the day and year last above written.

My Commission Expires:  
June 3, 1944 (NOTARIAL SEAL)

Viola Perdue  
Notary Public

STATE OF NEW MEXICO  
County of Bernalillo..ss.

On this 11th day of July, 1940, there personally appeared before me E. J. Workman and Maud Workman, his wife; William E. Burk, Suzanne Burk; D. Patrick Miller and Betty A. Miller, his wife, Allen Earl Vincent and Sarah Francis Vincent, his wife, J. Vernon Taylor and Una Taylor, his wife, to me personally known to be the persons described in and who executed the above and foregoing instrument and who acknowledged to me that they executed the same as their free act and deed for the uses and purposes therein set forth.

My Commission Expires: June 3, 1944  
(NOTARIAL SEAL)

Viola Perdue  
Notary Public

STATE OF NEW MEXICO  
County of Bernalillo..ss.

On this 16 day of July, 1940, before me personally appeared, R. M. Elder, who being first duly sworn upon oath, states That he is an officer, to-wit: Trust Officer of the Albuquerque National Trust & Savings Bank, Trustee of T. M. Dorris Trust, a corporation organized and existing under and by virtue of the laws of the United States; that the seal affixed to the above and foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said R. M. Elder acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my hand and seal the day and year last above written.

My commission expires:  
8/31/41 (NOTARIAL SEAL)

Virginia Klein  
Notary Public

This instrument was recorded on the 18 day of July, 1940, at 10:30 A.M.  
Recorded in Vol. 176, p. 118, this the 18th day of July, 1940.

Velma Dowdy, Clerk & Recorder.  
May S. Scull, Deputy Clerk.

*clerk*

(20481) CR.

SPECIAL MASTERS DEED

THIS DEED made and entered into this 7th day of May, 1940, by and between DEACON ARLEDGE party of the first part and ELFIDES SALAZAR, Administratrix of the Estate of Rosendo Salazar, Deceased, party of the Second part,

WITNESSETH:

WHEREAS, in and by a Final judgment and decree made and entered into on the 2nd day of April, 1940, in a suit pending in the above Court, wherein ELFIDES SALAZAR, Administratrix of the Estate of Rosendo Salazar, Deceased, and ELFIDES SALAZAR, as Trustee, were Plaintiff's and Alianza Hispano Americana de Benevolencia; D. E. Salas, Sr., President; J. A. Martinez, Secretary; Teofilo Salazar; Filomeno Montano; Selo Montoya; Ralph Romero and Onofre Perea, Board of Trustees of the Alianza Hispano Americana de Benevolencia, were defendants, it was Ordered, Adjudged and Decreed that the Real Estate described in the Complaint and Decree in said Action be sold at Public Auction by the Special Master appointed by the Court in said Decree, in the manner as prescribed by law, and the party of the first part having been duly appointed as Special Master and having been ordered to make sale of said Real Estate as therein described.

AND WHEREAS in obedience to said Decree and Order of Sale and in accordance with public notice given as required by law, the party of the first part on the 7th day of May, 1940, at the hour of 10 A.M. duly offered for sale at Public Auction at the South Door of the Court House at Albuquerque, New Mexico, the hereinafter described premises formerly the property of the Alianza Hispano Americana de Benevolencia; D. E. Salas, Sr., President; J. A. Martinez, Secretary; Teofilo Salazar; Filomeno Montano; Selo Montoya; Ralph Romero and Onofre Perea, Board of Trustees of the Alianza Hispano Americana de Benevolencia, said sale being made to ELFIDES SALAZAR, Administratrix of the Estate of Rosendo Salazar, deceased, for the total sum of \$2,735.28 this being the highest and best bid which sum was the amount due under said Decree to the said ElfiDES Salazar, Administratrix of the Estate of Rosendo Salazar, deceased, upon the judgment against the said Alianza Hispano Americana de Benevolencia; D. E. Salas, Sr., President; J. A. Martinez, Secretary; Teofilo Salazar, Filomeno Montano, Selo Montoya, Ralph Romero and Onofre Perea, Board of Trustees of the Alianza Hispano Americana de Benevolencia, and the Special Master having filed his report of said sale with the Court which sale has been approved as required by law.

NOW THEREFORE, in consideration of the premises and of the sum paid aforesaid and in compliance with the order of sale, the party of the first part, as Special Master as aforesaid, does bargain, grant, sell and convey to the said party of the second part and to his heirs and assigns forever, all that certain real estate situate in the County of Bernalillo and State of New Mexico, more particularly described as follows:

Lots numbered Nineteen (19), Twenty (20), and Twenty-one (21) in Block lettered "g" of the BACA AND ARMIJO ADDITION to the City of Albuquerque, New Mexico, as the same are shown and designated



U.S. Patent

The United States of America  
To  
James W. Stumbell

Patent No. 1191

The United States of America

To All to whom these presents shall come: Know that

Whereas James W. Stumbell of Beaufort County New Mexico Territory has  
applied in the General Land Office of the United States as Comptroller of the Register  
of the Land Office at Santa Fe New Mexico Territory whereby it appears that full  
payment has been received by the said James W. Stumbell according to the  
provisions of the Act of Congress of the 24<sup>th</sup> of April 1850 entitled "An Act  
relating to the provision of a title of the Public Lands" and the acts  
supplemental thereto for the Lots numbered One Two Three & Four of Sec-  
tion Twenty one in Township Ten North of Range Three East of New Mexico  
Meridian in New Mexico Territory containing twenty four acres & twenty six  
hundredths of an acre according to the official plat of the Survey of the said  
lands returned to the General Land Office by the Surveyor General, which  
said tract has been purchased by the said James W. Stumbell

22/160

Now know ye that the United States of America in consideration of  
the promise, made in conformity with the several Acts of Congress in such  
case made and provided, have given and granted, and by these presents do  
give and grant unto the said James W. Stumbell and to his heirs the  
said tract above described: Together with to have the same together  
with all the rights, privileges, immunities and appurtenances of what-  
soever nature therunto belonging unto the said James W. Stumbell and to  
his heirs and assigns forever; subject to any vested and unvested water  
rights for mining, agricultural, manufacturing or other purposes & rights  
to ditches and reservoirs used in connection with such water rights, as may  
be recognized and established by the local customs, laws & decrees  
of courts, and also subject to the rights of the proprietors of claims in lands  
to extract and remove here or therefrom silver or the same by process to  
penetrate or intersect the premises hereby granted, as provided by law.  
In testimony whereof, I Benjamin Johnson, President of the United States  
of America, have caused these presents to be written, signed and sealed of the  
General Land Office to the Comptroller of the Register of the

Witness  
my hand  
this 11<sup>th</sup> day  
of November  
1850

James W. Stumbell  
By the President Benjamin Johnson  
Comptroller of the Register of the Land Office

James W. Stumbell  
By  
J. S. ...