

Date Received 04-12-24

Permit/Receipt No. \_\_\_\_\_

Fee Paid \$300.00

**City of La Vernia**  
**Zoning Change Application**  
102 E. Chihuahua Street  
P.O. Box 225, La Vernia, TX 78121  
(830) 779-4541 • Metro/Fax (830) 253-1198



**Land ownership must be verified with a notarized statement. If the applicant is acting as the agent for the property owner, the property owner must provide a signed and notarized letter authorizing the agent to act on their behalf, and the letter must accompany the application.**

Name James and Amber Capparelli/ Guido and Darci Bordano

Mailing Address 224 Legacy Trail Dr, La Vernia, Texas 78121

Telephone 210-367-0254 Fax \_\_\_\_\_ Mobile 210-367-0254 Email areisdorph@icloud.com

Property Address/Location 408 Bluebonnet Rd, La Vernia, Texas 78121

Legal Description \_\_\_\_\_  
Name of Subdivision City of La Vernia

Lot(s) 353B Block(s) \_\_\_\_\_ Acreage 1.80

Existing Use of Property Raw Land/Residential

Proposed Use of Property (attach additional or supporting information if necessary) Rezone to Commercial

Zoning Change Request: Current Zoning R-1 Proposed Zoning C-1

If "PDD Planned Development District", check if: Concept Plan \_\_\_\_\_ or Detail Plan \_\_\_\_\_

Reason for request (please explain in detail and attach additional pages if needed) \_\_\_\_\_

Property is currently on the market and there has been alot of intrest if it was zoned commercial so would like to Rezone to C-1 to make the property more valuable for purchase.

**Attachments:**

- Accurate metes and bounds description of the subject property (or other suitable legal description)
- Survey exhibit and other appropriate exhibits as deemed necessary by the city including, but not limited to, site plans, maps, architectural elevations, and information about proposed uses.
- Notarized statement verifying land ownership and if applicable, authorization of land owner's agent to file the zoning change request.

*A denied application is ineligible for reconsideration for one year.*

The undersigned hereby requests rezoning of the above described property as indicated:

DocuSigned by: \_\_\_\_\_ DocuSigned by: \_\_\_\_\_ DocuSigned by: \_\_\_\_\_ DocuSigned by: \_\_\_\_\_  
 Signature of Owner(s)/Agent James Capparelli Guido Bordano Darci Bordano  
02DE992E2D05167... 7C7CA2E27A457... 15AC61A1B063407... 1ACA3681180B4D3...

Date 04-12-24

For Office Use Only	
Date of Publication _____	Date of P&Z Public Hearing <u>05-07-24</u>
Date of 200 Ft Notices <u>4-15-24</u>	Date of Council Public Hearing <u>03-09-24</u>
Ordinance No. _____	Approved _____ Denied _____

Wilson CAD Property Search

Property ID: 27607 For Year 2024



Property Details

Account

Property ID: 27607 Geographic ID: 3000-03000-35302

Type: Real

Location

Situs Address: 408 BLUEBONNET RD LA VERNIA, TX 78121

Map ID:

Legal Description: CITY OF LA VERNIA, LOT 353B, ACRES 1.80

Abstract/Subdivision: S3000.- CITY OF LA VERNIA

Neighborhood:

Owner

Owner ID: 148411

Name: CAPPARELLI JAMES & AMBER CAPPARELLI & GUIDO BORDANO & DARCI BORDANO

Agent:

Mailing Address: 224 LEGACY TRAIL  
LA VERNIA, TX 78121

% Ownership: 100.0%

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value: \$0 (+)

Improvement Non-Homesite Value: \$0 (+)

Land Homesite Value: \$0 (+)

Land Non-Homesite Value: \$300,300 (+)

Agricultural Market Valuation: \$0 (+)

Market Value: \$300,300 (=)

Agricultural Value Loss: \$0 (-)

<b>Appraised Value:</b>	\$300,300 (=)
<b>Homestead Cap Loss:</b> ⓘ	\$0 (-)
<b>Assessed Value:</b>	\$150,540
<b>Ag Use Value:</b>	\$0

**VALUES DISPLAYED ARE 2024 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION**

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

**Property Taxing Jurisdiction**

**Owner:** CAPPARELLI JAMES & AMBER CAPPARELLI & GUIDO BORDANO & DARCI BORDANO %Ownership: 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
CL	La Vernia City	0.130800	\$300,300	\$150,540	\$196.91	
ESD#1	ESD 1	0.088190	\$300,300	\$150,540	\$132.76	
ESD#3	ESD 3	0.076997	\$300,300	\$150,540	\$115.91	
GW	Wilson County	0.413133	\$300,300	\$150,540	\$621.93	
HH	Wilson Co Hosp	0.087034	\$300,300	\$150,540	\$131.02	
SARA	SAN ANTONIO RIVER AUTHORITY	0.018000	\$300,300	\$150,540	\$27.10	
SL	La Vernia ISD	1.064200	\$300,300	\$150,540	\$1,602.05	
WEU	EVERGREEN UWC DIST	0.004890	\$300,300	\$150,540	\$7.36	

**Total Tax Rate:** 1.883244

**Estimated Taxes With Exemptions:** \$2,835.04

**Estimated Taxes Without Exemptions:** \$5,655.36

**Property Improvement - Building**

**Property Land**

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
LCOMM	LV COMMERCIAL	1.8000	78,408.00	0.00	0.00	\$300,300	\$0

**Property Roll Value History**

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2024	\$0	\$300,300	\$0	\$300,300	\$0	\$150,540
2023	\$0	\$125,450	\$0	\$125,450	\$0	\$125,450
2022	\$0	\$125,450	\$0	\$125,450	\$0	\$125,450
2021	\$0	\$78,410	\$0	\$78,410	\$0	\$78,410
2020	\$0	\$29,140	\$0	\$29,140	\$0	\$29,140
2019	\$0	\$29,140	\$0	\$29,140	\$0	\$29,140
2018	\$0	\$29,140	\$0	\$29,140	\$0	\$29,140
2017	\$0	\$29,140	\$0	\$29,140	\$0	\$29,140

2016	\$0	\$29,140	\$0	\$29,140	\$0	\$29,140
2015	\$0	\$29,140	\$0	\$29,140	\$0	\$29,140
2014	\$0	\$29,140	\$0	\$29,140	\$0	\$29,140

**Property Deed History**

Deed Date	Type	Description	Grantor	Grantee	Volume	Page Number
2/1/2022	WD/VL	WARRANTY DEED/VENDERS LEIN	HERMANN SONS LIFE LA VERNIA	CAPPARELLI JAMES & AMBER CAPPARELLI & GUIDO BORDANO & DARCI BORDANO		117021

**ARB Data**

Data will be available in October 2024.

SURVEY PLAT

### J. DELGADO SURVEY A-8



BEGINNING

COUNTRY GARDENS

F.M. HIGHWAY NO. 775  
N 61°29'04" E 294.00'

(0.665 ACRES)  
766/816 W.C.D.R.

S 29°30'51" E 264.51'

1.80 ACRES  
(2.0 ACRES)  
62/68 W.C.D.R.

N 29°53'47" W 270.71'  
(N 29° W)

(141 ACRES)  
236/7 W.C.D.R.

S 60°16'35" W 292.15'  
(S 61° W)

COUNTRY GARDENS SUBDIVISION  
UNIT 1  
6/51 W.C.P.R.  
LOT 1  
(1.107 ACRES)

- LEGEND**
- BOUNDARY LINE
  - - - ADJACENT LINE
  - - - SURVEY LINE
  - - - FENCE
  - - - BURIED PIPELINE
  - - - OVERHEAD ELECTRIC LINE
  - - - UNDERGROUND UTILITY LINE
  - - - WATER LINE
  - - - PUBLIC UTILITY EASEMENT
  - BL - BUILDING SETBACK LINE
  - UOE - UTILITY GRABAGE AND ENHANCEMENT/DIACK/SLOPE EASEMENT
  - (EPC - DIST.) RECORD GULL
  - KXX/XXX VOLUME/PAGE
  - W.C.P.R. - WILSON COUNTY PLAT RECORDS
  - W.C.E.R. - WILSON COUNTY DEED RECORDS
  - W.C.F.P.R. - WILSON COUNTY OFFICIAL PUBLIC RECORDS
  - W.F.N.P.R. - WILSON COUNTY REAL PROPERTY RECORDS
  - POINT
  - IS MARKED
  - 1/2" IRON ROD FOUND
  - 1/2" IRON ROD SET
  - 1/2" GALV. FOUNDED
  - IRON PIPE FOUND
  - NAIL SET
  - 3/8" IRON ROD FOUND
  - PIPE FENCE CORNER POST FOUND
  - WOOD FENCE CORNER POST FOUND
  - 1/2" IRON ROD FOUND
  - A/C
  - ELECTRIC METER
  - TELEPHONE REGISTRY
  - SEPTIC
  - GAS METER
  - WATER WELLS
  - UTILITY POLE
  - FIRE HYDRANT



**NOTE:**  
 1. ALL FEE INFORMATION PROVIDED IN THIS INSTRUMENT THIS PROPERTY IS SUBJECT TO RESTRICTIVE COVENANTS A/K/A EASEMENTS APPLICABLE (NOT APPLICABLE) 500/270 W.C.D.R. (NOT APPLICABLE) DEE# 808/8 W.C.D.R. (NOT APPLICABLE) BUT DOES NOT SHEETLY LOCATIONS



**INTREPID**  
 SURVEYING & ENGINEERING  
 P.O. Box 510 1004 C Street  
 FLORESVILLE, TX 78114  
 D 830.393.8533 • F 830.393.3388  
 WWW.INTREPIDTX.COM  
 TSPLS F10192936 • TSPF #16550

THE UNDERSIGNED DO HEREBY CERTIFY THAT THIS INSTRUMENT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF TEXAS AND THAT I AM NOT PROVIDING ANY SERVICES THAT ARE NOT PERMITTED BY THE TEXAS PROFESSIONAL SURVEYING ACT.

SHERMAN L. POSEY  
 6/27/2021  
 PROFESSIONAL SURVEYOR - 6433

1. NEARBY CONTAINERS & PILES OF DEBRIS AND SOIL TO SOUTH CENTRAL ZONE AND ARE DERIVED FROM NORMAL OPS TECHNIQUES  
 2. UNDERGROUND SPRINKLER SYSTEM VALVES, BOXES AND/OR SPRINKLER HEADS THAT MAY OR MAY NOT EXIST ARE NOT SHOWN HEREON  
 3. IRON ROD SET ARE 1/2" HIGH IRON REBAR WITH PLASTIC CAPS MARKED "SURVEY"

REFERENCE TO: (NAME OF SURVEYOR AND NUMBER OF SURVEY)	
ADDRESS AND ALLEGATION	
TOTAL ACRES OF SURVEY (1.80 ACRES) OUT OF THE J. DELGADO SURVEY ABSTRACT NO. 8 WITHIN WILSON COUNTY, TEXAS	
JOB NO. 21-0401	APP. D
DRAWN BY: SP	FIELD BOOK: 208





**LEGAL DESCRIPTION:** Being 1.80 acres of land out of the J. Delgado Survey, Abstract No. 8, Wilson County, Texas and also being that certain 2.0 acre tract described in Volume 62, Page 68 of the Deed Records of Wilson County, Texas; Said 1.80 acre tract being more particularly described as follows and as surveyed under the supervision of Intrepid Surveying & Engineering Corporation in May 17, 2021:

**BEGINNING** at a 1 inch iron pipe found in the southeast line of Farm to Market Highway No. 775 for the west corner of that certain 0.665 acre tract described in Volume 766, Page 816 of said Deed Records and the north corner hereof;

**THENCE** South 29°30'51" East a distance of 264.51 feet along the southwest line of said 0.665 acre tract to a 1/2 inch iron pipe found in the northwest line of that certain Lot 1 of the Country Gardens Subdivision, Unit 1 according to the map or plat recorded in Volume 6, Page 51 of the Plat Records of Wilson County, Texas for the south corner of said 0.665 acre tract and the east corner hereof;


**THENCE** South 60°16'35" West a distance of 292.15 feet along the northwest line of Lot 1 to a 1/2 inch iron pipe found in the northeast line of that certain 141 acre tract described in Volume 236, Page 7 of said Deed Records for the west corner of Lot 1 and the south corner hereof;

**THENCE** North 29°53'47" West a distance of 270.71 feet along the northeast line of said 141 acre tract to a 1/2 inch iron rod set in the southeast line of Farm to Market Highway No. 775 for the north corner of said 141 acre tract and the west corner hereof;

**THENCE** North 61°29'04" East a distance of 294.00 feet along the southeast line of Farm to Market Highway No. 775 to the **POINT OF BEGINNING** containing 1.80 acres more or less, and as shown on certified plat herewith.

Note: Bearings, distances and acreage shown hereon are NAD 83, South Central Zone and are derived from GPS techniques. Iron Rods set are a 1/2 inch rod with plastic caps marked "INTREPID".

Surveyed by;

  
Sherman L. Posey, R.P.L.S.  
Job# 21-0401

May 17, 2021

DEED OF TRUST

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

State of Texas §

County of Wilson §

Date: FEBRUARY 1, 2022  
Grantor: JAMES V. CAPPARELLI, JR. and wife, AMBER J. CAPPARELLI  
224 LEGACY TRAIL DRIVE  
LA VERNIA, WILSON COUNTY, TEXAS 78121  
Grantor: GUIDO WILLIAMS BORDANO and wife, DARCI BORDANO  
28020 WHITE EAGLE DRIVE  
SAN ANTONIO, BEXAR COUNTY, TEXAS 78260  
Trustee: GERALD V. SEKULA  
P.O. BOX 339  
FALLS CITY, KARNES COUNTY, TEXAS 78113-0339  
Lender: FALLS CITY NATIONAL BANK  
P.O. BOX 339  
FALLS CITY, KARNES COUNTY, TEXAS 78113-0339

Obligation:

Note

Date: FEBRUARY 1, 2022  
Original Principal Amount: \$180,000.00  
Borrower: JAMES V. CAPPARELLI, JR. and wife, AMBER J. CAPPARELLI and  
GUIDO WILLIAMS BORDANO and wife, DARCI BORDANO  
Lender: FALLS CITY NATIONAL BANK  
Maturity Date: FEBRUARY 1, 2027  
Terms of Payment: AS PROVIDED IN SAID NOTE

Property including any improvements:

Approximately a 2 acres tract of land a part of the Juan Delgado Grant, Abstract 8, Wilson County, Texas and described by deed recorded February 1, 1908 in Volume 62, Page 68, Deed Records, Wilson County, Texas.

Prior Liens: NONE.

For value received and to secure payment of the Obligation, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this Deed of Trust, this Deed of Trust will have no further effect, and Lender will release it at Grantor's expense.

Grantor's Obligations

Grantor agrees to:

1. Keep the property in good repair and condition;
2. Pay all taxes and assessments on the property when due and by January 31 of each year provide evidence to the Lender that all taxes and assessments on the property for the prior year have been paid;
3. Defend title to the property subject to the Other Exceptions to Conveyance and Warranty and

- preserve the lien's priority as it is established in this Deed of Trust;
4. Maintain, in a form acceptable to Lender, an insurance policy that:
    - A. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Lender approves a smaller amount in writing;
    - B. contains an 80% co-insurance clause;
    - C. provides all risk coverage;
    - D. protects Lender with a standard mortgage clause;
    - E. provides flood insurance at any time the property is in a flood hazard area; and
    - F. contains such other coverage as Lender may reasonably require;
  5. Comply at all times with the requirements of the 80% co-insurance clause;
  6. Deliver the insurance policy to Lender within ten days of the date of this Deed of Trust and deliver renewals to Lender at least fifteen days before expiration;
  7. Obey all laws, ordinances, and restrictive covenants applicable to the property;
  8. Keep any buildings occupied as required by the insurance policy; and
  9. If the lien of this Deed of Trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments.
  10. Grantor agrees to allow Lender or Lender's agents to enter the Property at reasonable time and inspect it and any personal property in which Lender is granted a security interest by this Deed of Trust.
  11. Grantor agrees to (1) keep at Grantor's address, or such other place as Lender may approve, accounts and records reflecting the operation of the Property and copies of all written contracts, leases, and other instruments that affect the Property; (2) prepare financial accounting records in compliance with generally accepted accounting principles consistently applied; and (3), at Lender's request from time to time, permit Lender to examine and make copies of such books, records, contracts, leases, and other instruments at any reasonable time.
  12. Grantor agrees to deliver to Lender, at Lender's request from time to time, financial statements of Grantor and each guarantor of the Note prepared in accordance with generally accepted accounting principles consistently applied, in detail reasonably satisfactory to Lender and certified to be true and correct by Grantor.
  13. If Lender orders an appraisal of the Property while a default exists or to comply with legal requirements affecting Lender, Grantor, at Lender's request, agrees to reimburse Lender for the cost of any such appraisal. If Grantor fails to reimburse Lender for any such appraisal within ten days of Lender's request, that failure is a default under this deed of trust.
  14. Grantor hereby grants Lender a right of first refusal with respect to Grantor's power to authorize any third party (other than Lender pursuant to its rights as set forth in this instrument) to pay ad valorem taxes on the Property and authorize a taxing entity to transfer its tax lien on the Property to that third party. Grantor's authorization to any third party (other than Lender) to pay the ad valorem taxes and receive transfer of a taxing entity's lien for ad valorem taxes shall be null and void and of no force and effect unless Lender, within ten days after receiving written notice from Grantor, fails to pay the ad valorem taxes pursuant to Lender's rights as set forth in this instrument.
  15. Grantor agrees to execute, acknowledge, and deliver to Lender any document requested by Lender, at Lender's request from time to time, to (1) correct any defect, error, omission, or ambiguity in this deed of trust or in any other document executed in connection with the Note or this deed of trust; (2) comply with Grantor's obligations under this deed of trust and other documents; (3) subject to and perfect the liens and security interests of this deed of trust and other documents any property intended to be covered thereby; and (4) protect, perfect, or preserve the liens and the security interests of this deed of trust and other documents against third persons or make any recordings, file any notices, or obtain any consents requested by Lender in connection therewith. Grantor agrees to pay all costs of the foregoing.

#### Lender's Rights

1. Lender may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all of the rights and liens of the holders of any debt so paid.
3. Lender may apply any proceeds received under the insurance policy either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy. If the property is Grantor's primary residence and Lender reasonably determines that repairs to the



improvements are economically feasible, Lender will make the insurance proceeds available to Grantor for repairs.

4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this Deed of Trust may, at Lender's discretion, be applied first to amounts payable under this Deed of Trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.
5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor, on demand, for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed shall be secured by this Deed of Trust.
6. **COLLATERAL PROTECTION INSURANCE NOTICE**  
**In accordance with the provisions of section 307.052(a) of the Texas Finance Code, the Beneficiary hereby notifies the Grantor as follows:**  
**(A) the Grantor is required to:**
  - (i) keep the collateral insured against damage in the amount the Lender specifies;**
  - (ii) purchase the insurance from an insurer that is authorized to do business in the state of Texas or an eligible surplus lines insurer; and**
  - (iii) name the Lender as the person to be paid under the policy in the event of a loss;****(B) the Grantor must, if required by the Lender, deliver to the Lender a copy of the policy and proof of the payment of premiums; and**  
**(C) if the Grantor fails to meet any requirement listed in Paragraph (A) or (B), the Lender may obtain collateral protection insurance on behalf of the Grantor at the Grantor's expense.**
7. If there is a default on the Obligation or if Grantor fails to perform any of Grantor's obligations and the default continues after any required notice of the default and the time allowed, Lender may:
  - A. declare the unpaid principal balance and earned interest on the Obligation immediately due;
  - B. request Trustee to foreclose this lien, in which case Lender or Lender's agent will give notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
  - C. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.
8. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

#### **Trustee's Rights and Duties**

If directed by Lender to foreclose this lien, Trustee will:

1. Either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;
2. Sell and convey all or part of the property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied by Trustee;
3. From the proceeds of the sale, pay, in this order:
  - A. expenses of foreclosure, including a reasonable commission to Trustee;
  - B. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
  - C. any amounts required by law to be paid before payment to Grantor; and
  - D. to Grantor, any balance; and
4. Be indemnified, held harmless and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this Deed of Trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

#### **General Provisions**

1. If any of the property is sold under this Deed of Trust, Grantor must immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's Deed conveying the property will be presumed to be true.

3. Proceeding under this Deed of Trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the property is released.
5. If any portion of the Obligation cannot be lawfully secured by this Deed of Trust, payments will be applied first to discharge that portion.
6. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the property.
7. Grantor assigns to Lender absolutely, not only as collateral, all present and future rent and other income and receipts from the property. Grantor warrants the validity and enforceability of the assignment. Grantor may as Lender's licensee collect rent and other income and receipts as long as Grantor is not in default with respect to the Obligation or this Deed of Trust. Grantor will apply all rent and other income and receipts to payment of the Obligation and performance of this Deed of Trust, but if the rent and other income and receipts exceed the amount due with respect to the Obligation and Deed of Trust, Grantor may retain the excess. If Grantor defaults in payment of the Obligation or performance of this Deed of Trust, Lender may terminate Grantor's license to collect rent and other income and then as Grantor's agent may rent the property and collect all rent and other income and receipts. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the property. Lender will apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Lender's rights and remedies and then to Grantor's obligations with respect to the Obligation and this Deed of Trust in the order determined by Lender. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies. If Grantor becomes a voluntary or involuntary debtor in bankruptcy, Lender's filing a proof of claim in bankruptcy will be deemed equivalent to the appointment of a receiver under Texas law.
8. Interest on the debt secured by this Deed of Trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.
9. In no event may this Deed of Trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.
10. In the event that any portion of the sums intended to be secured by this Deed of Trust cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.
11. When the context requires, singular nouns and pronouns include the plural.
12. The term *Note* includes all extension and renewals of the Note and all amounts secured by this Deed of Trust.
13. This Deed of Trust binds, benefits, and be enforced by successors in interest of all parties.
14. If Grantor and Borrower are not the same person, the term *Grantor* includes Borrower.
15. Grantor and each surety, endorser, and guarantor of the Obligation waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.
16. If Grantor transfers any part of the property without Lender's prior written consent, Lender may declare the debt secured by this Deed of Trust immediately payable and invoke any remedies provided in this Deed of Trust for default. If the property is residential real property containing fewer than five dwelling units or a residential manufactured home occupied by Grantor, exceptions to this provision are limited to (a) a subordinate lien or encumbrance that does not transfer rights of occupancy of the property; (b) creation of a purchase-money security interest for household appliances; (c) transfer by devise, descent, or operation of law on the death of a


- co-Grantor; (d) grant of a leasehold interest of three years or less without an option to purchase; (e) transfer to a spouse or children of Grantor or between co-Grantors; (f) transfer to a relative of Grantor on Grantor's death; and (g) transfer to an inter vivos trust in which Grantor is and remains a beneficiary and occupant of the property.
17. Grantor covenants and agrees as follows:
- A. Grantor shall not cause or permit the presence, use, disposal, storage or release of any Hazardous Substances on or in the Property. Grantor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.
  - B. As used in this Section 17, "Hazardous Substances" are those substances that are defined as toxic or hazardous substances by Environmental Law and "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.
  - C. Grantor shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which the Grantor has actual knowledge. If the Grantor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Grantor shall promptly take all necessary remedial actions in accordance with Environmental Law.
18. Grantor covenants and agrees as follows:
- A. Grantor understands that if the property is subject to outstanding mineral interest and/or oil, gas and mineral leases, the exercise of which could result in taking or damage to all or any part of the property, Lender or other holder of the Note may, at its sole option, declare the outstanding principal balance of the Note plus accrued interest immediately due and payable. Grantor further understands that the party desiring to exercise its mineral rights may give notice of its intention to exercise such rights and may be liable to Grantor for reimbursement for any taking or any damage to the property resulting from the exercise of such mineral rights.
  - B. Grantor shall provide to Beneficiary or to the holder of the Note immediate written notice of any development or proposed development of any mineral on, in or under the property or of any damage to the property that results from such development.
  - C. Unless Grantor and Beneficiary otherwise agree in writing, any reimbursement made or compensation paid in connection with any damage to the property that results from the development of any mineral shall be applied to restoration or repair of the property damaged, if restoration or repair is economically feasible and Beneficiary's security in the property is not lessened. If restoration or repair of the property is not economically feasible or Beneficiary's security would be lessened, any such reimbursement or compensation shall be applied to the sums secured by the Deed of Trust securing the Note whether or not then due, with any excess paid to Grantor.
  - D. Grantor agrees that Grantor will not consent to or execute any document to transfer, convey, assign, sell, lease or exercise any mineral rights on said property during the term of this loan.
  - E. Grantor agrees to indemnify and hold harmless Beneficiary, its successors and assigns, from any and all loss, damage or expense arising from or related to Grantor failing to give Beneficiary property and timely notice of any exercise or threatened exercise of mineral development rights by any person or entity.
  - F. Grantor hereby acknowledges that Grantor has read this Agreement and fully understands its terms and implications.
  - G. Grantor's failure to comply with the terms of this Mineral Rights Agreement shall constitute default under the note and Deed of Trust and Beneficiary may pursue its available remedies thereunder.
19. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this Deed of Trust if this Deed of Trust is placed in the hands of an attorney for enforcement.
20. Grantors agree to make an initial deposit in a reasonable amount to be determined by Lenders and then make monthly payments to a fund for taxes and insurance premiums on the Property. Monthly payments will be made on the payment dates specified in the Notes, and each payment will be one-

twelfth of the amount that Lender estimates will be required annually for payment of taxes and insurance premiums. The fund will accrue no interest, and Lender will hold it without bond in escrow and use it to pay the taxes and insurance premiums. If Grantors have complied with the requirements of this paragraph, Lender must pay taxes before FEBRUARY 1 of each calendar year. Grantors agree to make additional deposits on demand if the fund is ever insufficient for its purpose. If an excess accumulates in the fund, Lender may either credit it to future monthly deposits until the excess is exhausted or refund it to Grantors. When Grantors make the final payment on the Note, Lender will credit to that payment the whole amount then in the fund or, at Lender's option, refund it after the Note are paid. If this deed of trust is foreclosed, any balance in the fund over that needed to pay taxes, including taxes accruing but not yet payable, and to pay insurance premiums will be paid under "Trustee's Rights and Duties." If the Property is transferred, any balance then in the fund will still be subject to the provisions of this paragraph and will inure to the benefit of the transferee. Deposits to the fund described in this paragraph are in addition to the monthly payments provided for in the Note.


21. If any provision of this Deed of Trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.
22. In the event that any portion of the sums intended to be secured by this Deed of Trust cannot lawfully be secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.
23. Grantor represents that this Deed of Trust and the Note are given for the following purposes:

The debt evidenced by the Note is in part payment of the purchase price of the Property described herein; the debt is secured both by this deed of trust and by a vendor's lien on the Property, which is expressly retained in a deed to Grantor of even date. This deed of trust does not waive the vendor's lien, and the two liens and the rights created by this deed of trust are cumulative. Lender may elect to foreclose either of the liens without waiving the other or may foreclose both.

  
\_\_\_\_\_  
JAMES V. CAPPARELLI, JR.

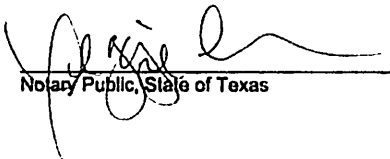
  
\_\_\_\_\_  
AMBER J. CAPPARELLI

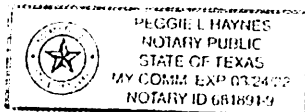
  
\_\_\_\_\_  
GUIDO WILLIAMS BORDANO

  
\_\_\_\_\_  
DARCI BORDANO

State of Texas §  
*Wilson*  
County of Guadalupe §

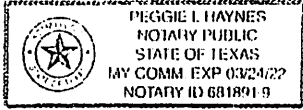
This instrument was acknowledged before me on FEBRUARY 1, 2022 by JAMES V. CAPPARELLI, JR. and wife, AMBER J. CAPPARELLI.

  
\_\_\_\_\_  
Notary Public, State of Texas



State of Texas §  
County of *Willam* §  
*Guadalupe*

This instrument was acknowledged before me on FEBRUARY 1, 2022 by GUIDO WILLIAMS BORDANO and wife, DARCI BORDANO.



*Peggie L. Haynes*  
Notary Public, State of Texas

Prepared By, Record & Return To:  
**CARVAJAL**  
1433 THIRD STREET  
FLORESVILLE, TX 78114

Loan Origination Organization: Falls City National Bank  
NMLS ID: 1426807

Loan Originator: Janice Kersh  
NMLS ID: 1433857

22013fc-JAMES V. CAPPARELLI, JR.  
Deed of Trust