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Dec 31, 2014 03:29 PM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$45.00

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Stewart Title of California, Inc.

01180-130294

When recorded mail to
Texas Community Bank
Records Management
P.O. Box 450269
Laredo, Texas 78045

Space above this line for recorder's use

DEED OF TRUST

THIS DEED OF TRUST is made the 23rd day of DEC, 2014 between Coronado LTD., a U.S. Virgin Islands Company (the "Trustor"), whose address is Bosque de Ciruela 140-402, Col. Bosque De Las Lomas Mexico, Mexico D.F. 11700, and Texas Community Bank (the "Beneficiary"), whose address is P.O. Box 450269, Laredo, Webb County, Texas, 78045, and Joaquin C. Cigarroa, III (the "Trustee") whose address is P.O. Box 450269, Laredo, Webb County, Texas, 78045.

TRUSTOR HEREBY irrevocably grants, transfers, and assigns to Trustee, in trust, with power of sale, all that property in Coronado Shores, in the City of Coronado, County of San Diego, State of California, described in Exhibit A attached hereto and incorporated herein by reference, together with rents, issues, and profits of the Property, subject, however, to the right, power, and authority given to and conferred on Beneficiary to collect and apply these rents, issues, and profits.

FOR THE PURPOSE OF SECURING:

(1) Payment of the indebtedness evidenced by a promissory note executed by Francisco J. De Alba Barragan ("Maker") on 12/23/14, 2014, in the principal sum of Seven Hundred Thousand Dollars (\$700,000.00), and any renewal, extension, or modification of the promissory note (the "Note");

(2) Any additional sums and interest that may hereafter be loaned to the then record owner of the Property or to Maker by Beneficiary, when evidenced by another note or notes reciting that it or they are so secured; and

(3) The performance of each agreement contained in this Deed of Trust.

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

Maintenance and Repair

(1) To keep the Property in good condition and repair; not to remove or demolish any buildings on the Property; to complete or restore promptly and in good and workmanlike manner any building that may be constructed, damaged, or destroyed on the Property; to pay when due all claims for labor performed and materials furnished for the Property; to comply with all laws affecting the Property or requiring any alterations or improvements to be made on the Property; not to commit or permit waste of the Property; not to commit, suffer, or permit any act on the Property in violation of law; and to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts that from the character or use of the Property may be reasonably necessary.

Fire Insurance

(2) To provide, maintain, and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary on any indebtedness secured by this Deed of Trust and in any order determined by Beneficiary, or at the option of Beneficiary the entire amount so collected or any part of that amount may be released to Trustor. This application or release shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such a notice.

Defense of Security

(3) To appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary, or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

Payment of Liens and Taxes

(4) To pay, at least ten (10) days before delinquency, all taxes and assessments affecting the Property, including assessments on appurtenant water stock; all encumbrances, charges, and liens, with interest, on the Property or any part of the Property, which appear to be prior or superior to this Deed of Trust; and all costs, fees, and expenses of this Trust.

If Trustor fails to make any payment or to do any act as provided in this Deed of Trust, then Beneficiary or Trustee may (but is not obligated to) make the payment or do the act in the required manner and to the extent deemed necessary by Beneficiary or Trustee to protect the security of this Deed of Trust. The performance by Beneficiary or Trustee of such an act shall not require notice to or demand on Trustor and shall not release Trustor from any obligation under this Deed of Trust. Beneficiary or Trustee shall also have the following related rights and powers: to enter on the Property for the foregoing purposes; to appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary or Trustee; to pay, purchase, contest, or compromise any encumbrance, charge, or lien that in the judgment of either appears to be prior or superior to this Deed of Trust; to employ

counsel; and to pay necessary expenses and costs, including attorneys' fees.

Reimbursement of Costs

(5) To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to this Deed of Trust, with interest from date of expenditure at the amount allowed by law in effect at the date of this Deed of Trust, and to pay any amount demanded by Beneficiary (up to the maximum allowed by law at the time of the demand) for any statement regarding the obligation secured by this Deed of Trust.

B. THE PARTIES AGREE THAT:

Condemnation Award

(1) Any award of damages in connection with any taking or condemnation, or for injury to the Property by reason of public use, or for damages for private trespass or injury to the Property, is hereby assigned and shall be paid to Beneficiary as further security for all obligations secured by this Deed of Trust. On receipt of any such proceeds, Beneficiary may hold the proceeds as further security, or apply or release them in the same manner and with the same effect as provided in this Deed of Trust for the disposition of proceeds of fire or other insurance.

Waiver of Late Payments

(2) By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay any indebtedness secured by this Deed of Trust.

Trustee's Powers

(3) On written request of Beneficiary and presentation of this Deed of Trust and the Note for endorsement, Trustee may (a) reconvey all or any part of the Property; (b) consent to the making and recording, or either, of any map or plat of all or any part of the Property; (c) join in granting any easement on the Property; or (d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance, or charge of this Deed of Trust. Trustee need not provide Trustor with notice before taking any of the foregoing actions, and shall not be liable for the proper performance of the act. The exercise by Trustee of any of the foregoing powers shall not affect the personal liability of any person for payment of the indebtedness secured by this Deed of Trust, or the lien of this Deed of Trust on the remaining property as security for the repayment of the full amount secured by this Deed of Trust.

Full Reconveyance

(4) On written request of Beneficiary stating that all sums secured by this Deed of Trust have been paid, surrender of this Deed of Trust, the Note, and any other notes secured by this Deed of Trust to the Trustee for cancellation and retention, and payment of Trustee's fees and charges, Trustee shall reconvey, without warranty, the Property then subject to this Deed of Trust. The

recitals in the reconveyance shall be conclusive proof of the truthfulness of the recitals. The grantee in the reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of the full reconveyance, Trustee may destroy the Note and this Deed, unless directed in the request to retain them.

Assignment of Rents

(5) As additional security, Trustor hereby gives to and confers on Beneficiary the right, power, and authority during the continuance of these Trusts, to collect the rents, issues, and profits of the Property, but reserves the right, prior to any default by Trustor in payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement under this Deed of Trust, to collect and retain these rents, issues, and profits as they become due and payable. On any such default, Beneficiary may pursue any of the enforcement mechanisms specified in Civil Code Section 2938(c). The exercise of these enforcement rights by Beneficiary shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such a notice.

Default in Foreclosure

(6) On default by Trustor in the payment of any indebtedness secured by this Deed of Trust or in the performance of any obligation under this Deed of Trust, Beneficiary may declare all sums secured by this Deed of Trust immediately due and payable by delivering to Trustee a written declaration of default and demand for sale and a written notice of default and election to sell the Property. Trustee shall cause the notice of default and election to sell to be recorded. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note, and all documents evidencing any additional expenditures secured by this Deed of Trust.

After the required time period has lapsed following the recordation of the notice of default, and after notice of sale has been given as required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place specified in the notice of sale, either as a whole or in separate parcels, and in any order determined by Trustee, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser at the auction its deed conveying the Property sold, but without any covenant or warranty, express or implied. The recital in the deed of any matter or fact shall be conclusive proof of the truthfulness of the recital. Any person, including Trustor, Trustee, or Beneficiary, may purchase at the sale.

After deducting all costs, fees, and expenses of Trustee and Beneficiary under this paragraph, including costs of procuring evidence of title incurred in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms of this Deed of Trust, not then repaid, with accrued interest at the amount allowed by law in effect at the date of this Deed of Trust; all other sums then secured by this Deed of Trust; and the remainder, if any, to the person or persons legally entitled to the remaining proceeds.

General Provisions

(7) This Deed applies to, inures to the benefit of, and binds all parties to this Deed of Trust and their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "Beneficiary" shall mean the holder and owner, including pledgee, of the Note secured by this Deed of Trust, whether or not named as a beneficiary in this Deed of Trust, and the heirs, legatees, devisees, administrators, executors, successors, and assigns of any such person. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Acceptance by Trustee

(8) Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party to this Deed of Trust of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

Substitution of Trustees

(9) Beneficiary, or any successor in ownership of any indebtedness secured by this Deed of Trust, may from time to time, by written instrument, substitute a successor or successors to any Trustee named in or acting under this Deed of Trust. The substitution instrument shall set forth the following: the date of recordation of this Deed of Trust; the name of the Trustor; the book and page where this Deed of Trust is recorded; and the name of the new Trustee. When executed by Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, the substitution instrument shall be conclusive proof of proper substitution of the successor Trustee or Trustees. Any successor Trustee or Trustees shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers, and duties.

Cumulative Powers and Remedies

(10) The powers and remedies conferred in this Deed of Trust are concurrent and cumulative to all other rights and remedies provided in this Deed of Trust or given by law. These powers and remedies may be exercised singly, successively, or together, and as often as deemed necessary.

Conclusiveness of Recitals

(11) The recitals contained in any reconveyance, trustee's deed, or any other instrument executed by the Trustee from time to time under the authority of this Deed of Trust or in the exercise of its powers or the performance of its duties under this Deed of Trust, shall be conclusive evidence of their truth, whether stated as specific and particular facts, or in general statements or conclusions. Further, the recitals shall be binding and conclusive on the Trustor, the Trustor's heirs, executors, administrators, successors, and assigns, and all other persons.

Attorney's Fees

(12) If any action is brought for the foreclosure of this Deed of Trust or for the enforcement of any provision of this Deed of Trust (whether or not suit is filed), Trustor agrees to pay all costs and expenses of Beneficiary and Trustee, including reasonable attorney's fees; and these sums shall be secured by this Deed of Trust.

Co-trustees

(13) If two or more persons are designated as Trustee in this Deed of Trust, any, or all, power granted in this Deed of Trust to Trustee may be exercised by any of those persons, if the other person or persons are unable, for any reason, to act. Any recital of this inability in any instrument executed by any of those persons shall be conclusive against Trustor and Trustor's heirs and assigns.

Notices

(14) The undersigned Trustor requests that a copy of any notice of default and of any notice of sale under this Deed of Trust be mailed to Trustor at the address of Trustor set forth above.

TRUSTOR:

Coronado LTD., a U.S. Virgin Islands Company

By: _____

ACKNOWLEDGMENT

State of Colorado)

County of Eagle)

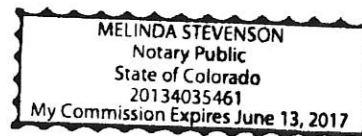
On 12/23/14, 2014, before me, Melinda Stevenson [name and title of officer taking acknowledgment], personally appeared

Francisco De Alba, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Melinda Stevenson



ALL-PURPOSE NOTARY CERTIFICATE

STATE OF Colorado)
COUNTY OF Eagle) **SS.**

On 12/23/14, before me, the undersigned Notary Public, personally
appeared Francisco De Alba

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person (s)
whose name (s)

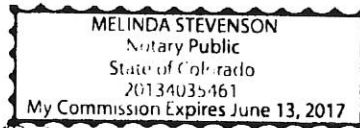
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their

authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the
entity upon behalf

of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Melinda Stevenson
Notary Public



My Commission Expires: 6/13/17

This area for official notarial seal.

THIS NOTARY CERTIFICATE IS TO BE ATTACHED TO: (TYPE OF DOCUMENT)

DATE OF DOCUMENT 12/23/14
Loan Docs

CONSISTING OF 50 PAGES

NOTARY SEAL CERTIFICATION

(Government Code 27361.7)


I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

Name of the Notary: Melinda Stevenson

Commission Number: 20134035461 Date Commission Expires: June 13, 2017

County Where Bond is Filed: Eagle, Colorado

Manufacturer or Vendor Number: N/A
(Located on both sides of the notary seal border)

Signature: 
Firm Name (if applicable)

Place of Execution: San Diego Date: 12-31-14

EXHIBIT "A"
LEGAL DESCRIPTION

Order No.: 01180-130294
Escrow No.: 01180-130294

The land referred to herein is situated in the State of California, County of San Diego, City of Coronado and described as follows:

A CONDOMINIUM COMPRISED OF:

PARCEL I:

A fee simple interest in that portion of Lot 3 of Coronado Shores, in the City of Coronado, County of San Diego, State of California, according to Map thereof No. 6641, filed in the Office of the County Recorder of San Diego County, shown and defined as Unit 103 on that certain Condominium Plan recorded September 29, 1970 as File No. 177160 of Official Records of said County, and as amended by document recorded November 18, 1971 as File No. 269756, of Official Records.

PARCEL II:

An undivided 1.6/204 interest in Lot 3 of Coronado Shores, in the City of Coronado, County of San Diego, State of California, according to Map thereof No. 6641 recorded on May 01, 1970 in the Office of the County Recorder of said County, excepting therefrom the 150 Units as shown on the Condominium Plan recorded September 29, 1970 as File No. 177160 of Official Records of said County, and as amended by document recorded November 18, 1971 as File No. 269756, of Official Records.

PARCEL III:

An exclusive appurtenant easement for residential use and purposes in and to the Balcony directly adjacent to the above described Unit which shall be deemed to be a part of the "Restricted Common Areas and Facilities", shown as B 103 on the Condominium Plan recorded on September 29, 1970 as File No. 177160 of Official Records of said County, and as amended by document recorded November 18, 1971 as File No. 269756, of Official Records.

PARCEL IV:

The right to use and occupy, at all times, the automobile parking space located within the building in which the above described Unit is located, described and designated on the Condominium Plan as Parking Space No. L-71 & L-71T, which shall be deemed to be a part of the "Restricted Common Areas and Facilities".

PARCEL V:

An exclusive appurtenant easement for residential use and purposes in and to the Sundeck directly adjacent to the above described Unit, or Balcony, as the case may be, which shall be deemed to be a part of the "Restricted Common Areas and Facilities", shown as Sundeck 103 on the Condominium Plan recorded on September 29, 1970 as File No. 177160 of Official Records of said County, and as amended by document recorded November 18, 1971 as File No. 269756, of Official Records.

Excepting all gas, oil and other hydrocarbon substances and all other minerals in and from said property, provided, however, no right is reserved to the Grantor, their Successors and Assigns to enter on or from the surface of said property, the right to enter the subsurface of said property, which is also reserved, shall be at any point below a depth of 500 feet from the surface thereof (measured vertically from the

surface thereof) in order to take from said property and reduce to their possession any oil, gas and other hydrocarbon substances and alt other minerals by instrument recording concurrently herewith.

APN: 537-691-01-03

(End of Legal Description)