

**RECORDED AT THE REQUEST OF  
AND WHEN RECORDED RETURN TO:**

County of Santa Barbara  
Housing and Community Development  
123 East Anapamu Street, 2<sup>nd</sup> Floor  
Santa Barbara, CA 93101  
Attn: Deputy Director

**NO FEE DOCUMENT PURSUANT TO  
CALIFORNIA GOVERNMENT CODE SECTION 27383**

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SPACE ABOVE LINE FOR  
RECORDER'S USE

**NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

**SUBORDINATION AGREEMENT**

**THIS SUBORDINATION AGREEMENT** (this "**Agreement**") is made and entered into as of the 12th day of September, 2017 by and between Good Samaritan Shelter, a California non-profit organization, ("**Borrower**"), the City of Santa Maria, a political subdivision of the State of California ("**Junior Lender**"), and County of Santa Barbara, a political subdivision of the State of California ("**Senior Lender**").

**RECITALS**

A. Borrower is the fee owner of certain real property and the improvements located thereon (collectively, "**Property**") more particularly described on Exhibit A attached hereto.

B. Pursuant to that certain County HOME Loan Agreement (the "**Senior Loan Agreement**") dated as of September 12, 2017 Senior Lender made a loan to Borrower in the aggregate principal amount of Five Hundred Fifty Thousand and NO/100 Dollars (\$550,000.00) the ("**Senior Loan**").

C. The Senior Loan is evidenced by that certain Promissory Note executed by Borrower in favor of Senior Lender in the aggregate principal amount of the Senior Loan ("**Senior Note**"). The obligations of Borrower under the Senior Note are secured by, among other things, that certain County HOME Loan Regulatory Agreement and Declaration of Restrictive Covenants (the "**Senior Regulatory Agreement**") dated as of September 12, 2017 and recorded in the real estate records of the County of Santa Barbara at reception number \_\_\_\_\_ and that certain County HOME Loan Deed of Trust, Assignment of Rents and

Security Agreement ("**Senior Deed of Trust**") dated as of September 12, 2017 and recorded in the real estate records of the County of Santa Barbara at reception number \_\_\_\_\_, both executed by Borrower in favor of Senior Lender, encumbering Borrower's right, title and interest in and to the Property and recorded concurrently herewith in the Official Records of the County of Santa Barbara, State of California ("**Official Records**").

D. The Senior Loan Agreement, the Senior Note, the Senior Regulatory Agreement and the Senior Deed of Trust, and the other Related Documents (as defined in the Senior Loan Agreement) are hereinafter collectively referred to as the "**Senior Loan Documents**".

E. Junior Lender and Domestic Violence Solutions for Santa Barbara County, formerly known as Shelter Services for Women (DVS), are parties to that certain Promissory Note dated as of July 6, 2005 pursuant to which the City of Santa Maria agreed to make, and has made, a loan to DVS in the principal amount of Fifty Three Thousand Nine Hundred Thirty Nine and NO/100 Dollars (\$53,939.00) ("DVS Note"). The DVS Note is secured by that certain Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated July 6, 2005 (the "**DVS Deed of Trust**") and recorded in the real estate records of the County of Santa Barbara as Instrument No. 2005-0067297 in the Official Records and encumbering the Property. The DVS Note, the DVS Deed of Trust and all other documents which evidence, guaranty, secure, or otherwise pertain to the DVS Loan, are collectively referred to herein as the (the "**Subordinated Documents**" or "**Subordinated Loan Documents**").

F. Borrower will assume the Subordinated Loan Documents prior to or contemporaneously with the execution of the Senior Loan Documents.

G. The Senior Lender agrees to make the Senior Loan on the condition that Borrower and Junior Lender agree to subordinate the Subordinated Loan Documents.

H. It is to the mutual benefit of the parties that Senior Lender make the Senior Loan, and Junior Lender is willing that the Senior Regulatory Agreement, Senior Deed of Trust and Senior Loan Documents constitute liens, claims and charges upon the Property unconditionally prior and superior to the liens, claims, and charges of the DVS Deed of Trust, and that the Subordinated Loan Documents shall, at all times and in all respects, be wholly subordinate and inferior in claim and right to the Senior Loan and Senior Loan Documents.

### **Agreement**

1. **Subordination**. The Senior Regulatory Agreement and Senior Deed of Trust, and any and all renewals, modifications, supplements, extensions, or advances thereunder or secured thereby (including interest thereon) and other Senior Loan Documents are unconditionally and will remain at all times, liens, claims or charges on the Property prior and superior to the DVS Deed of Trust and other Subordinated Documents. The DVS Loan and Subordinated Documents shall, at all times and in all respects, be wholly subordinate and inferior in claim and right to the Senior Loan and Senior Loan Documents, and all claims (including any claims with respect to proceeds from insurance policies or awards paid to Borrower arising from the condemnation of the Property), rights and remedies therefor are hereby subordinated and

made subsequent and inferior to the Senior Loan and Senior Loan Documents and any claims, rights, and remedies arising out of, or in connection therewith.

2. **Acknowledgements and Agreements of Junior Lender.** Junior Lender declares, acknowledges, and agrees that:

2.1 Senior Lender would not consent to the execution and delivery of the Senior Loan Documents Loan Documents without this Subordination Agreement;

2.2 Junior Lender consents to all provisions of the Senior Regulatory Agreement, Senior Deed of Trust and the Senior Loan Documents;

2.3 In making disbursements, Senior Lender is obligated under the federal HOME Investment and Partnerships program at 24 CFR 92 and the Senior Loan Agreement, Exhibit B – Budget to authorize disbursements only for eligible acquisition and rehabilitation related expenses for the Property; and

2.4 Junior Lender intentionally and unconditionally subordinates the liens, claims, and charges of the Subordinated Documents, and all of the Junior Debt (as defined below), in favor of the Senior Debt (as defined below), the Senior Loan Documents and the lien, claim, and charge upon the Property of the Senior Regulatory Agreement and Senior Deed of Trust, and understands that in reliance upon, and in consideration of, this subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into, that would not be made or entered into but for Senior Lender's reliance upon this subordination.

3. **Priority of Payment.** Junior Lender irrevocably consents and directs that the Senior Loan and any and all present and future indebtedness, liabilities, and obligations secured by the Senior Loan Documents (the “**Senior Debt**”) shall be paid in full prior to Borrower making any payment with respect to the DVS Loan and any and all of the present and future indebtedness, liabilities, and obligations secured by the Subordinated Loan Documents (the “**Junior Debt**”). Junior Lender will and Senior Lender is authorized to, in the name of Junior Lender from time to time, to execute and file such financing statements and other documents as Senior Lender may require in order to give notice to other persons and entities of the terms and provisions of this Subordination Agreement. Notwithstanding any of the foregoing to the contrary, so long as no default shall exist under the Senior Loan Documents, Junior Lender shall be entitled to receive payment of principal, interest and other amounts, if any, due to Junior Lender pursuant to the Subordinate Loan Documents, but Junior Lender shall not be entitled to receive from Borrower or retain any sums required to be applied to other uses under the terms of the Senior Loan Documents or paid to Senior Lender under the terms of the Senior Loan Documents. Junior Lender agrees that any payments or proceeds received by Junior Lender in contravention of the terms and provisions of this Subordination Agreement will be deemed to be held in trust for Senior Lender and promptly delivered to Senior Lender.

4. **Limitation on Exercise of Remedies by Junior Lender.**

4.1 Junior Lender hereby agrees that it shall not (i) demand, sue for or commence any legal proceeding to collect any of the Junior Debt, accelerate the payment of the Junior Debt or commence, vote or take any action in respect of any Bankruptcy Action (as defined below) or exercise any of its rights under the Subordinate Loan Documents without Senior Lender's prior written consent unless and until the Senior Debt shall have been paid in full, (ii) receive or be entitled to receive any portion of the Junior Debt at any time during which a default shall exist with respect to the Senior Debt or Junior Lender shall be in breach of its obligations hereunder, or (iii) accept or obtain any lien, pledge or security interest as security for the Junior Debt.

4.2 Junior Lender hereby waives any right it may have to require that the Senior Lender marshal any assets of Borrower in favor of the Junior Lender (including, without limitation, any such right afforded under California Civil Code Sections 2899 and 3433) and the Junior Lender agrees that it shall not acquire, by subrogation or otherwise, any lien, estate, right or other interest in any of the Property or the proceeds therefrom that is or may be prior to any of the Senior Loan Documents.

4.3 Until the earlier of (i) ninety-one (91) days following the satisfaction in full of the Senior Debt or (ii) ninety-one (91) days following the acquisition of the Property by Senior Lender by foreclosure, deed-in-lieu of foreclosure or otherwise, Junior Lender shall not acquiesce in, petition or otherwise invoke or cause any other person to invoke the process of the United States of America, any state or other political subdivision thereof or any other jurisdiction, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government for the purpose of commencing or sustaining a case against Borrower, under a Federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of Borrower or all or any part of its property or assets or ordering the winding-up or liquidation of the affairs of Borrower.

4.4 Junior Lender shall not institute any judicial or administrative proceeding against Borrower or Senior Lender which directly or indirectly would interfere with or delay the exercise by the Senior Lender of its rights and remedies in respect of the Property or any part thereof or under the Senior Loan Documents or this Subordination Agreement. Without limiting the generality of the foregoing, in the event of a bankruptcy or insolvency of Borrower, the Junior Lender shall not object to or oppose any efforts by the Senior Lender to obtain relief from the automatic stay under Section 362 of the United States Bankruptcy Code or to seek to cause such entity's bankruptcy estate to abandon the Property or any portion thereof that is subject to the Senior Deed of Trust.

## 5. **Bankruptcy.**

5.1 In the event of any liquidation or dissolution of Borrower, or any receivership, insolvency, bankruptcy, liquidation, readjustment, reorganization, or similar proceeding relating to Borrower or any portion of its property (collectively, a "Bankruptcy Action"), all of the Senior Debt (including without limitation, post-petition interest accrued under the Senior Loan after Borrower's bankruptcy filing) shall first be paid in full before any payment is made upon or in respect of the Junior Debt (including without limitation, post-

petition interest accrued under the Subordinate Loan after Borrower's bankruptcy filing). To enable Senior Lender to enforce Senior Lender's rights hereunder with respect to any such Bankruptcy Action, Senior Lender is hereby irrevocably authorized and empowered in its discretion (in Senior Lender's name or in the name of Junior Lender) to make and to present for and on behalf of Junior Lender such proofs of claim against Borrower on account of the Junior Debt as Senior Lender may deem expedient or proper and to receive and collect any and all dividends, distributions or other payments or disbursements made thereon in whatever form as the same may be paid or issued and to apply the same to the Senior Debt or to the Junior Debt). Junior Lender further agrees to execute and deliver to Senior Lender such assignments or other instruments as may be required by Senior Lender in order to enable Senior Lender to enforce any and all claims, and to collect any and all payments or disbursements which may be made, on account of all or any of the Junior Debt.

5.2 Without limiting the rights provided to Senior Lender in the preceding paragraph, Junior Lender hereby irrevocably (i) grants Senior Lender the right (in Senior Lender's name or in the name of Junior Lender) to exercise any and all rights of Junior Lender in any Bankruptcy Action to make elections with respect to the Junior Debt including, without limitation, elections with respect to any proposed plan of reorganization, (ii) agrees to consent to any motion made by or on behalf of Senior Lender in any Bankruptcy Action for relief against any stay or injunction therein against collection of the Senior Debt, including, but not limited to, any motion made by or on behalf of Senior Lender therein to lift such stay or injunction for the purposes of any foreclosure proceeding, and (iii) makes, constitutes and appoints Senior Lender its attorney-in-fact with full power to appoint substitutes or a trustee to accomplish the purposes of this Section 5 (which power of attorney shall be deemed to be coupled with an interest, shall survive the voluntary or involuntary dissolution of Junior Lender, and shall not be affected by any disabilities or incapacity suffered by Borrower subsequent to the date hereof).

6. **No Assignment, Modification or Participation.** So long as any of the Senior Debt remains outstanding, Junior Lender hereby agrees not to assign, transfer, pledge or grant participations in any rights, claims or interests of any kind in or to the Junior Debt without first obtaining Senior Lender's prior written consent. Junior Lender shall not modify the Subordinate Loan Documents without Senior Lender's prior written consent, which consent shall not be unreasonably withheld provided that such modification shall not enlarge the obligations of Borrower with respect to the Junior Debt. Any such transfer, assignment or pledge, or modification without Senior Lender's consent shall be void.

7. **Subordination Continuing.** This Subordination Agreement is a continuing agreement of subordination, and Senior Lender may continue, without notice to holders of the Junior Debt, to extend credit or other accommodations or benefits and loan money to or for the account of Borrower in reliance hereon until the Senior Debt has been paid in full. It is further understood and agreed that Senior Lender may, at any time in Senior Lender's discretion, modify any of the terms or provisions of the Senior Loan Documents and any other documents evidencing, securing and/or guarantying the Senior Loan, renew or extend the time of payment of all or any portion of the Senior Debt, waive or release any collateral which may be held therefor or release any party directly or indirectly liable for payment of any portion of the Senior Debt at any time, and in furtherance thereof make and enter into any agreements Senior Lender deems proper or desirable, without notice to or further assent from the Junior Lender, without in

any manner impairing or affecting this Subordination Agreement or Senior Lender's rights hereunder.

8. **Notices.**

8.1 Junior Lender agrees to give Senior Lender copies of all notices of default under the Subordinated Documents.

8.2 All notices given under this Subordination Agreement must be in writing and will be served effectively upon delivery, or if mailed, upon the first to occur of receipt or the expiration of forty-eight (48) hours after deposit in certified United States mail, postage prepaid, sent to the party at its address appearing below. Any party may change those addresses by notice to all other parties.

9. **Integration; No Waiver.** This Subordination Agreement is the whole and only agreement with regard to the subordination of the liens, claims, and charges of the Subordinated Documents to the Senior Loan Documents. This Subordination Agreement may not be modified or amended except by a written agreement signed by the parties. No waiver shall be deemed to be made by Senior Lender of any of its rights hereunder unless the same shall be in writing signed on behalf of Senior Lender, and each such waiver, if any, shall be a waiver only with respect to the specific matter or matters to which the waiver relates and shall in no way impair the rights of Senior Lender or the obligations of Borrower to Senior Lender in any other respect at any other time.

10. **Successors and Assigns.** This Subordination Agreement is binding on and inures to the benefit of the legal representatives, successors and assigns of the parties. Senior Lender's successors and assigns include any financial institution which may now, or hereafter, purchase, or participate in, the Senior Loan or any part of the Senior Loan. Notice of acceptance of this Subordination Agreement is hereby waived and this Subordination Agreement shall be binding upon the Junior Lender, its legal representatives, successors, and assigns, as the case may be, it being understood and agreed, however, that, unless otherwise agreed in writing by Senior Lender, no assignment of the Subordinated Documents, or any part thereof, shall be made without the prior written consent of the Senior Lender.

11. **Attorneys' Fees and Costs.** If any party to this Subordination Agreement brings an action to interpret or enforce its rights under this Subordination Agreement, the prevailing party will be entitled to recover its costs and reasonable attorneys' fees as awarded in the action.

12. **Governing Law.** This Subordination Agreement is governed by the laws of the State of California, without regard to the choice of law rules of that state.

13. **Counterparts.** This Subordination Agreement may be executed in counterparts, and all counterparts constitute but one and the same document.

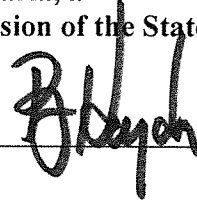
*[Signature pages follow]*

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR PURPOSES OTHER THAN IMPROVEMENT OF THE PROPERTY.

**JUNIOR LENDER:**

City of Santa Maria, a  
political subdivision of the State of California

By: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Billy", is written over a horizontal line. The signature is stylized and cursive.

**Address for Notices to Borrower:**

Special Projects Division  
110 S. Pine Street, No. 101  
Santa Maria, CA 93458  
Attn: Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

STATE OF CALIFORNIA

COUNTY OF Santa Barbara

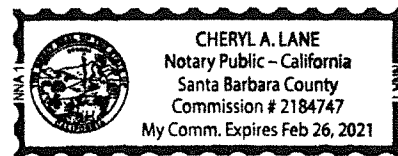
On August 25, 2017 before me, Cheryl A. Lane,  
Notary Public, personally appeared Richard J. Hayden,

who 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 (he/she/they) executed the same in his (his/her/their) authorized capacity(ies), and that by his (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.

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: Cheryl A Lane



(affix seal in above space)

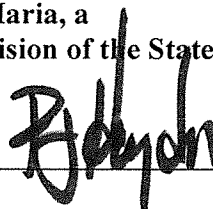


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**JUNIOR LENDER:**

City of Santa Maria, a  
political subdivision of the State of California

By: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Abby", is written over a horizontal line. The signature is stylized and cursive.

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110 S. Pine Street, No. 101  
Santa Maria, CA 93458  
Attn: Manager

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STATE OF CALIFORNIA  
COUNTY OF Santa Barbara

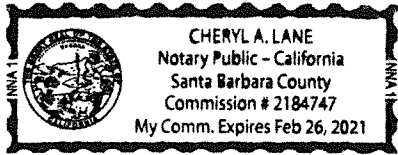
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WITNESS my hand and official seal.

Signature: Cheryl A Lane

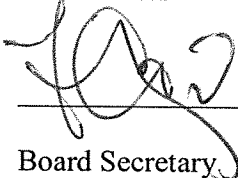


(affix seal in above space)

**BORROWER**

**Good Samaritan Shelter, a  
California non-profit organization**

By:   
Board Chair

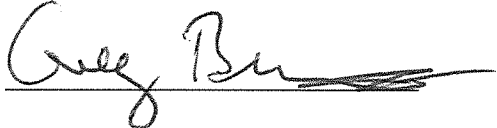
By:   
Board Secretary

**Address for Notices to Borrower:**

Good Samaritan Shelter  
245 E. Inger Dr., Suite 103B  
Santa Maria, CA 93454  
Attn: Executive Director

**BORROWER**

**Good Samaritan Shelter, a  
California non-profit organization**

By: \_\_\_\_\_

Board Chair

By: \_\_\_\_\_

Board Secretary

**Address for Notices to Borrower:**

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Santa Maria, CA 93454  
Attn: Executive Director

## ACKNOWLEDGMENT

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State of California  
County of Santa Barbara

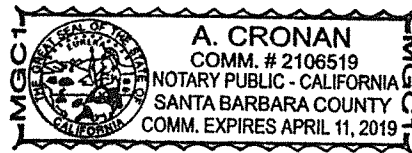
On August 28, 2017 before me, A Cronan  
(insert name and title of the officer)

personally appeared Greg Burtnett,  
who 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.

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 A Cronan (Seal)



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State of California  
County of Santa Barbara )

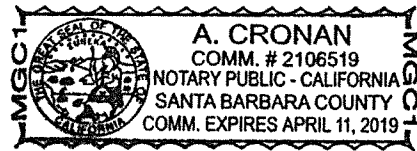
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(insert name and title of the officer)

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WITNESS my hand and official seal.

Signature A Cronan (Seal)



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State of California  
County of Santa Barbara )

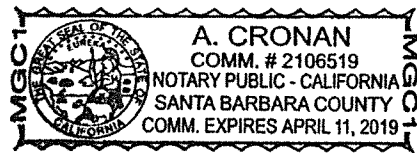
On August 28, 2017 before me, A Cronan  
(insert name and title of the officer)

personally appeared Frank Campo,  
who 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.

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WITNESS my hand and official seal.

Signature A Cronan (Seal)



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State of California  
County of Santa Barbara )

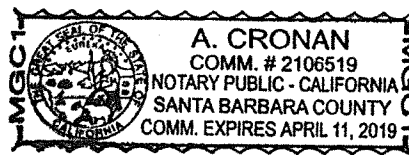
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(insert name and title of the officer)

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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 A Cronan (Seal)





**ATTEST:**

MONA MIYASATO  
Clerk of the Board

By: \_\_\_\_\_  
Deputy Clerk of the Board


**SENIOR LENDER:**

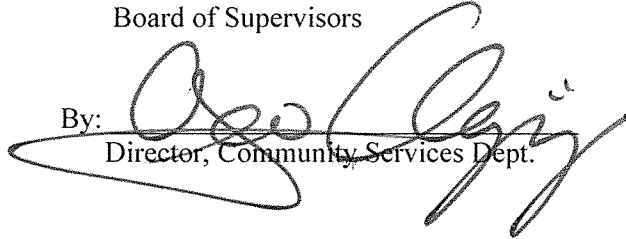
County of Santa Barbara,  
a political subdivision of the State of California

By: \_\_\_\_\_  
Joan Hartmann, Chair  
Board of Supervisors

**APPROVED AS TO ACCOUNTING  
FORM:**

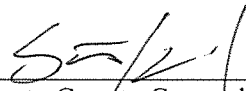
THEODORE A. FALLATI, CPA  
AUDITOR-CONTROLLER

By:   
Deputy

By:   
Director, Community Services Dept.

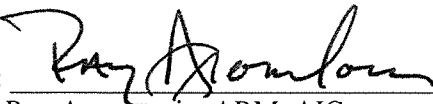
**APPROVED AS TO FORM:**

MICHAEL GHIZZONI  
COUNTY COUNSEL

By:   
Deputy County Counsel

**APPROVED AS TO FORM:**

RISK MANAGEMENT

By:   
Ray Aromatorio, ARM, AIC  
Risk Manager

**ATTEST:**

MONA MIYASATO  
Clerk of the Board

By: \_\_\_\_\_  
Deputy Clerk of the Board


**SENIOR LENDER:**

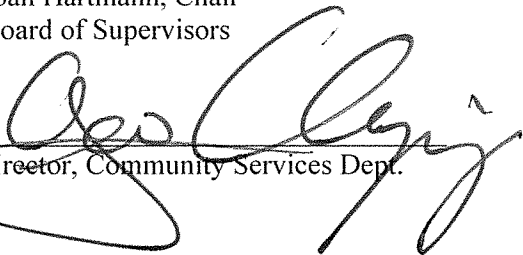
County of Santa Barbara,  
a political subdivision of the State of California

By: \_\_\_\_\_  
Joan Hartmann, Chair  
Board of Supervisors

**APPROVED AS TO ACCOUNTING  
FORM:**


THEODORE A. FALLATI, CPA  
AUDITOR-CONTROLLER

By:   
Deputy

By:   
Director, Community Services Dept.


**APPROVED AS TO FORM:**

MICHAEL GHIZZONI  
COUNTY COUNSEL

By:   
Deputy County Counsel

**APPROVED AS TO FORM:**

RISK MANAGEMENT

By:   
Ray Aromatorio, ARM, AIC  
Risk Manager

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STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
who 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.

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: \_\_\_\_\_

(affix seal in above space)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
who 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.

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: \_\_\_\_\_

(affix seal in above space)

**EXHIBIT A**

**Legal Description**

**For APN/Parcel ID(s): 121-202-018**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA MARIA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 37 OF MID-CITY ACRES IN THE CITY OF SANTA MARIA, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 15, PAGE 79 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN THE DEED TO THURMAN J. MOYER, ET UX., RECORDED SEPTEMBER 11, 1945 AS INSTRUMENT NO. 9860 IN BOOK 667, PAGE 18 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY; THENCE NORTH ALONG THE EAST LINE OF SAID BLOCK 50.03 FEET TO THE NORTHEAST CORNER THEREOF; THENCE, WEST ALONG THE NORTH LINE OF SAID BLOCK 187.50 FEET TO THE NORTHWEST CORNER THEREOF; THENCE, SOUTH ALONG THE WEST LINE OF SAID BLOCK 40.03 FEET TO THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN THE DEED TO MANUEL AVILA, ET UX., RECORDED NOVEMBER 17, 1952 AS INSTRUMENT NO. 756 IN BOOK 1044, PAGE 67 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY; THENCE, EAST ALONG THE NORTH LINE OF SAID AVILA TRACT OF LAND 72.5 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG THE EAST LINE OF SAID AVILA TRACT OF LAND 10 FEET TO THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN THE DEED TO W. B. JOHNSON, RECORDED JULY 12, 1940 AS INSTRUMENT NO. 5547 IN BOOK 495, PAGE 329 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY; THENCE EAST ALONG THE NORTH LINE OF SAID JOHNSON TRACT OF LAND, TO AND ALONG THE NORTH SIDE OF MOYER TRACT OF LAND 115.00 FEET TO THE POINT OF BEGINNING.