

NOTICE

Notice 1

This Notice to inform any person who has lawful standing to view this file who wishes to review the complete file on record may do so by requesting an appointment with;

Your Name: **Dyal, Michael and Dyal, Lisa**
Address: **317 Sidney Baker South Ste, 400-463
Kerrville, Texas, [78028]**

E-mail: **mike@dyalcustomhomes.com**
Phone: **830-257-9090**

Notice 2

We, **Dyal, Michael and Dyal, Lisa** will set the time, date and place for the review of my documents, no exceptions!

Notice 3

We, **Dyal, Michael and Dyal, Lisa** have the summary of the chain of title included in this file.

Notice 4

This document of the public posting has a total of 26 pages.

Notice 5

Failure of any lawful party claiming an interest, to bring forward a lawful challenge to this **Certificate of Acceptance of Declaration of Land Patent and the benefit of Original Land Grant/Patent Forever Benefit, as stipulated herein, laches and estoppel will be in effect to any and all parties claiming an interest forever.**

Failure to make a lawful claim, as indicated herein, within **sixty (60) calendar days** of this notice, will forever bar any claimant from any claim against my/our allodial Land Patent estate as described herein and will be Final Judgment.

The united states of America, And In The Republic state Texas

NOTICE OF,

**CERTIFICATE OF ACCEPTANCE OF DECLARATION OF LAND PATENT,
LAND PATENT #178 Dated January 23, 1847 (SEE ATTACHED PATENT),**

Natural Person: Dyal, Michael

Nationality: Texan

Place of Birth: Constitutional Union State Texas

Domicile: state of the Union

Residence: non-resident, non-person

Citizenship status: non-citizen, national" U.S.A., Constitutional but not statutory U.S. citizen

Enclosures:

Oath of Lawful Status, Citizenship, domicile, non-resident, official records of Comal County,
Texas State, court recorded File No. 202306032051

Certificate of Nationality, official records of State of Texas State, Secretary of State Apostille File No.
12645113

Natural Person: Dyal, Lisa

Nationality: Texan

Place of Birth: Constitutional Union State Texas

Domicile: state of the Union

Residence: non-resident, non-person

Citizenship status: non-citizen, national" U.S.A., Constitutional but not statutory U.S. citizen

Enclosures:

Oath of Lawful Status, Citizenship, domicile, non-resident, official records of Comal County,
Texas State, court recorded File No. 202306032050

Certificate of Nationality, official records of State of Texas State, Secretary of State Apostille File No.
12645117

Mailing Address:

317 Sidney Baker South Ste, 400-463, KerrvilleTexas, 78028

KNOW ALL YE MEN BY THESE PRESENT.

That we, **Dyal, Michael**, and **Dyal, Lisa**, do hereby certify and declare that we are "Assignees" at law in the LAND PATENT named and numbered above; that we have brought forward said **Land PATENT Forever Benefit**, in our names as it pertains to the land described below. See [*Hooper et. Al v. Schelmer, 64 U.S. (23 how.) 235 (1859)*]] "I affirm that a PATENT is unimpeachable at law, except, perhaps, when it appears on its own face to be void; and the authorities on this point are so uniform and unbroken in the courts, federal and state, that little else will be necessary beyond a reference to them."

The character of said land, brought forward, so claimed and conveyed by this PATENT, which is legally described, identified by the Texas General Land Office, based upon location and referenced under the **Land PATENT #178, Dated January 23, 1847** is as follows; *In Las Brisas District known as Survey No. 167 in Section No. 2, on the Guadalupe River about about fifty five miles north.*

More commonly known as Abstract 178, File No. 000473, Patent No. 178 Dated January 23, 1847, Volume 5, Certificate No. 409/508, containing one third of a league of land (1476.13 acres).
(SEE ATTACHED PATENT FOR MEETS AND BOUNDS DESCRIPTION).

Unless otherwise stated, we, **Dyal, Michael**, and **Dyal, Lisa**, have individual knowledge of matters contained in this Certificate of Acceptance of Declaration of PATENT. We are fully competent to testify with respect to these matters.

We, **Dyal, Michael**, and **Dyal, Lisa**, are Assignees at Law and bona fide subsequent Assignees by contract, of a certain legally described portion of LAND PATENT under the original, certified **Land PATENT #178, Dated January 23, 1847**, which is duly authorized to be executed in pursuance of the supremacy of treaty law, citation and Constitutional Mandate, herein referenced, whereupon a duly authenticated true and correct lawful description, together with all hereditament, Tenements, pre-emptive rights appurtenant thereto, the lawful and valuable consideration which is appended hereto, and made a part of this NOTICE OF CERTIFICATE OF ACCEPTANCE AND DECLARATION OF LAND PATENT.
(SEE ATTACHED PATENT)

No claim is made herein that we have been assigned the entire tract of land as described in the original PATENT. Our assignment of land is inclusive of only the land described herein and within the attached deed. Said assignment of land being situated entirely within the bounds of **Land PATENT #178**, as established by The Texas General Land Office via the attached certified Land PATENT. Together, this deed and property description demonstrate the equitable interest in said property and establishes the lawful basis for valuable consideration upon which the LAND PATENT FOREVER BENEFIT has been brought forward, said deed between the parties thereto, being dated **April, 15 2019**.

The description of our assignment of land is as follows;

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas and being Lot 11 of the Riverhill Townhouse Tracts No. 2, a subdivision of Kerr County, Texas, according to the plat of said subdivision recorded in Volume 4, Page 47 of the Plat records of Kerr County, Texas.

The filing of this NOTICE OF CERTIFICATE OF ACCEPTANCE OF SAID DECLARATION LAND PATENT shall not deny or infringe on any right(s), privilege, or Immunity of any other Heir or Assigns to any other portion of land located within the above-described **Land PATENT #178 Dated January 23, 1847**.
(SEE ATTACHED LAND PATENT)

At common Law, a **(60) day** posting period has been provided for challenges to this Land PATENT FOREVER BENEFIT. It is stipulated that, if after **(60) days** from date of posting, no Lawful challenge has been presented and upheld, said Certificate of Acceptance of said Declaration of Land PATENT, perfects this PATENT (Allodial) Title in the names so listed above FOREVER, otherwise latches or estoppel shall forever bar the same against said Freehold PATENT (Allodial) land so described herein.

If a lawfully qualified Sovereign American Individual has a lawful claim to title and this Land PATENT benefit is challenged, the court must be a court of competent jurisdiction, being the Common law Supreme Court (Article III) or any other court of competent jurisdiction. Any action against a PATENT by a corporate state or their Respective statutory, Legislative units (i.e., courts) would be an action at law which is outside the venue and jurisdiction of the Article III courts. There is no Law Issue contained herein which may be heard in any of the State or Federal courts (Article I/IV), nor can any court of Equity / Admiralty / Military set aside, annul, or change a Land PATENT. (**Reference: Corpus Juris Secundum, volume 73(B), Topic of Public Lands, section on Land PATENTS.**) **"Nothing in this PATENT can be changed by either party, nothing can be added, nor can anything be deducted" once the PATENT is issued.**

If this duly certified LAND PATENT is not challenged by a lawfully qualified party having a Lawful claim, Lawful lien (security interest), Lawful debt, or other Lawful interest in said land, and no Lawful claim having been filed in a court of competent jurisdiction at law **within sixty (60) days** from the date of posting this NOTICE, then the above-described land shall remain an Allodial Freehold title of **Dyal, Michael, and Dyal, Lisa** and their Heir(s) or Assignee(s) forever.

JURISDICTION

THE RECIPIENT HERETO IS MANDATED by Article IV, Sec. 3, Clause 2, the 9th and 10th Amendments with reference to the 7th Amendment, enforced under Article III, Sec. 3, Clause 1, Article 1 Sec. 10, Clause 1 of the Constitution for the united states of America.

LAND PATENTS, OBLIGATION OF CONTRACTS, VESTED RIGHTS

Chief Justice Marshall's opinion in *Fletcher v. Peck* - performed two creative acts pursuant to Contracts having Continuing Obligations. See Source: <http://www.law.cornell.edu/supremecourt/text/10/87> Chief Justice Marshall recognized that an obligatory contract was one still to be performed—in other words, an executory contract, also that a grant of land was an executed contract- a conveyance. But, he asserted, every grant is attended by "an implied contract" on the part of the grantor not to claim again the thing granted. Thus, grants are brought within the category of contracts having continuing obligation.

The early cases of *Fletcher v. Peck*, *New Jersey v. Wilson*, and *Dartmouth College v. Woodward*-<http://www.law.cornell.edu/supremecourt/text/17/518> established that the States could not "impair the obligation of contracts" by attempting to repeal or modify private acts, such as land PATENTS or corporate charters, which had already created vested rights.

DOCTRINE OF RELATION BACK

The doctrine of relation is applicable to public land transactions under a federal PATENT. ¹ When necessary to give effect to the intent of the statute or to cut off intervening claimants, the PATENT is deemed to relate back to the time of the inception of the PATENTEE'S claim to the land. ² When the doctrine applies, the last proceeding which consummates the conveyance of the public land is held to take effect by relation back as of the day when the first proceeding was had. ³ This relation back is also effective in favor of persons to whom the claimant has assigned or transferred rights in the land before the issuance of the PATENT. ⁴

In applying the doctrine of relation back, the PATENT has been regarded, under the particular circumstances, as relating back to the date of the initiatory act, ⁵ such as the date of the entry, ⁶ to the date of conveyance or deed, ⁷ to the first qualifying act which definitively located the boundaries of the claimed land so as to legitimately bar others from entering, ⁸ and to the inception of the equitable right upon which title is based ⁹. **§249 Doctrine of relation back, Research References - West's Key Number Digest, Public Lands 114(2)**

NATURAL PERSONS(5)

WHEREAS, We, **Dyal, Michael**, and **Dyal, Lisa**, are "natural persons" as defined in Title 12 Banks and Banking CFR §330.1 means a "human being" and in accordance with 31 CFR 1010.605 (h) Non-United States person or non-U.S. person means a natural person who is NOT a United States citizen nor is accorded the privilege of residing permanently in the United States pursuant to title 8 of the United States Code.

DOMICILE NOT NATIONALITY

WHEREAS, We, **Dyal, Michael**, and **Dyal, Lisa**, sometimes reside at **c/o 354 Englewood Dr, Kerrville, Texas** domiciled in a state of the Union "national" of the United States **8 U.S.C. §1101(a)(21)**, and NOT domiciled within the exclusive jurisdiction of Congress and hence are not subject to federal civil law. Cannot have a civil statutory STATUS under the laws of Congress to which any obligations attach, especially including "citizen" without such a federal domicile. Domicile is a prerequisite to having any **civil status** per Federal Rule of Civil Procedure 17. One therefore cannot be a statutory "alien" under 8 U.S.C. U.S.C. §1101(a)(3) without a domicile on federal territory. Without such a domicile, we are a transient foreigner and neither an "alien" nor a "nonresident alien." DOMICILE and NOT nationality is what imputes a status under the tax code and a liability for tax;

WHEREAS, We, **Dyal, Michael**, and **Dyal, Lisa**, are U.S.A. "Nationals", Constitutional but not statutory U.S. citizens, being a "Natural" man and woman and not "Citizens" defined in 26 C.F.R. §1.1-1, not having consented to being domiciled within the United States (**having no civil status**), rather being "Nationals" as defined in INA section 101(a)(21) of the Immigration and Nationality Act.

RESTORATION OF STATUS

WHEREAS, We, **Dyal, Michael**, and **Dyal, Lisa**, in some cases, in *esse & sui juris* Restoration of Former Status from being a public "United States" citizen; a Federally owned "U.S. citizen" as of March 9, 1933; and a Taxpayer, a **surety, Bondman put to Tribute** as of September 8, 1936; name derivatives, ALL CAPITALIZATION / / ESTATE OF and / / ESTATE OF , to being a private "national" of Texas, state of the Union, U.S.A.

WHEREAS, the Secretary of State (of the several states) charters corporations and issues franchises, therefore, any natural born citizen/Private American National Citizen with a BIRTH CERTIFICATE is liable to the Franchise Board of the State's Department of Revenue for income/excise/privilege taxes, as well as being liable to the Internal Revenue Service collecting the internal revenue for the "Federal Corporation" of the United States (28 USC 3002 (15)(A)) via excise/income/privilege taxes in payment of the interest on the national debt (proven by President Ronald Reagan's Grace commission) which interest is owed to the Roman papacy's Federal Reserve Bank;

WHEREAS, We **Dyal, Michael**, and **Dyal, Lisa**, have returned to our former status of being an American Freeman and an American National in Equity, i.e. de Jure Private National Citizen of the United States under Section 1 of the 14th Amendment and therefore stand "in personam", "*in esse*", and "*sui juris*", possessing all God-given unalienable rights including those protected by the first eight amendments of the Bill of Rights, all Constitutional rights (federal and state) and all common Law rights of a de Jure Private Citizen of the United States/American National, **no longer under the legal disability of being the Property/Surety for and/or wedded to a, state-created, Public "U.S. citizen" owned by the Federal Military Government of the United States;**

PERFECTED LAND PATENT, ESTATE RESTORED

WHEREAS, We, **Dyal, Michael**, and **Dyal, Lisa**, hereby make lawful claim to the Allodial Land PATENT FOREVER BENEFIT in our names, said land described above and in the attached deed, representing equitable interest which is the subject of this land PATENT forever benefit, said claim shall be considered henceforth perfected in our names as Assignees, and all future claims by others against this land shall be forever waived;

THEREFORE; This Land PATENT Forever Benefit, being regular in form, authorized by Supremacy of Treaty Law and Constitutional and Congressional Mandate, now restores ALL Legal and Equitable ownership interests previously surrendered through prior adhesion contracts, since issuance of original Land PATENT Allodial Title, to the current equitable interest which is the subject of this Declaration of Land PATENT, said PATENT having been signed and executed by Presidential authority as **Land PATENT #178**, Dated **January 23, 1847**;

Now, the ownership interests as expressed in the attached deeds, dated **April, 15 2019**, being appended hereto, having been deceptively and fraudulently cleaved from the full bundle of rights, and an ESTATE having been created, thus equitable ownership having been severed with the issuance of the first and subsequent Deeds and Mortgage instruments, those deeds and instruments being Color of Title (That which is a semblance or appearance of title, but is not title in fact or law, Black's Law Dictionary, 6th edition), the "ESTATE" then having been created for the ALL CAPITALIZATION name(s) and NOT the "Natural" man/woman.

HENCEFORTH; The ESTATE is segregated no longer, the Legal and Equitable Ownership interests are now and forever more restored to full Allodial Freehold rights, for **Dyal, Michael**, and **Dyal, Lisa**, with the right of Possession, Use, Exclusion, and the right to Encumber and Dispose of being fully and completely restored, *nunc pro tunc*.

There now exists NO Federal, State, Municipal or other corporate authority to impose a direct tax upon the equitable and legal ownership interest which is expressed in the attached deeds, dated **April, 15 2019**, which are the subject of this Declaration of Land PATENT.

PERJURY JURAT

Pursuant to Title 28 USC sec. 1746 (1) and executed "without the United States", We **Dyal, Michael**, and **Dyal, Lisa**, affirm under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of our belief and informed knowledge. And further deponents saith not. We now affix our autograph of the above affirmations with EXPLICIT RESERVATION OF ALL OF OUR UNALIENABLE RIGHTS, WITHOUT PREJUDICE.

Respectfully By:

Dyal Michael

Dyal, Michael

Date:

2/20/2024

Respectfully By:

Dyal Lisa

Dyal, Lisa

Date:

2/20/24

Texas Notary Acknowledgement

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 that document.

State of Texas

County of Kerr

On 2-20-24 before me, Bettijo K. Darcy
(name and title of the officer)

personally appeared, **Dyal, Michael** and **Dyal, Lisa**, who proved to me based on satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Bettijo K. Darcy (seal)



2023-169 C

CF

PROPERTY: ALL THAT CERTAIN TRACT OR PARCEL OF LAND, LYING AND BEING SITUATED IN THE COUNTY OF KERR, STATE OF TEXAS, AND BEING ALL OF LOT 11, RIVERHILL TOWNHOUSE TRACTS NO. 2, A SUBDIVISION OF KERR COUNTY, TEXAS, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN VOLUME 4, PAGE 47 OF THE PLAT RECORDS OF KERR COUNTY, TEXAS.

FROM: DEED VOLUME J, PAGE 10
DATED: JANUARY 23, 1847
RECORDED: JULY 12, 1885

TO: AUGUST 24, 2023

OWNER: MICHAEL DYAL AND
LISA DYAL

GLO PATENT
OFFICE

STATE OF TEXAS
TO
THE HEIRS OF THOMAS HAND,
DECEASED
(1476 ACRES OUT OF SURVEY
NO. 147, PATENT NO. 178)

01/23/1847
FILE #
000473

PATENT
RECORDING

STATE OF TEXAS
TO
NATHANIEL HOYT
(1/3 OF A LEAGUE SURVEY NO.
147)

1/23/1847
7/12/1883
J/10
PATENT NO. 178

DEED

F.H. MERRIMAN SURVIVING
PARTNER OF ALLEN & HALE
TO
W.G. HALE
(1476 ACRES OR 1/3 OF A
LEAGUE OUT OF SURVEY NO.
147)
AND OTHER LANDS.

7/6/1867
7/26/1877
E-327

DEED

NATHANIEL HOYT
TO
LENT M. HITCHCOCK, JR. AKA
L.M. HITCHCOCK, JR.
(1/3 OF A LEAGUE OUT OF
SURVEY NO. 147)

3/3/1848
7/18/1883
H-27

QC

JOSEPHINE ALLEN,
FANNY E. HALE
FANNIE JOSEPHA HALE
WILLIAM H. HALE
SUSAN BUELL HALE
HARRIETT LOUISA HALE
ALICE SARAH HALE
RICHARD KING HALE
BY ATTORNEY-IN-FACT JAMES
B. WELLS, JR.
TO
CHARLES SCHREINER
(1476 ACRES OR 1/3 OF A
LEAGUE OUT OF SURVEY NO.
147)

6/2/1883
8/14/1883
H/33

DEED

CHARLES SCHREINER
TO
R.B. JARMON AND
HARRIET JARMON
(1476 ACRES OUT OF SURVEY
NO. 147)

1/11/1884
2/5/1884
H/401

SUIT	CHARLES SCHREINER VS MRS. H.P. JARMON (3/4 INTEREST TO H.P. JARMON AND 1/4 INTEREST TO CHILDREN ELLA WALTER IDA) PER SUIT 1107 ACRES TO CHARLES SCHREINER BEING THE 3/4 INTEREST OF H.P. JARMON 369 ACRES ABSOLUTELY VESTED IN ELLA, WALTER, AND IDA JARMON.	10/6/1899 10/10/1900 T/380
DEED	MRS. H.P. JARMON TO CHARLES SCHREINER (1107 ACRES OUT OF SURVEY NO. 147)	11/4/1899 12/27/1899 U/88
DEED	CHARLES SCHREINER TO G.C. SURBER AND SALLY E. SURBER (200 ACRES OUT OF SURVEY NO. 147)	2/5/1900 2/5/1900 U/98

DEED	MRS. H.P. JARMON MISS ELLA E. JARMON WALTER JARMON TO W.E. SMITH (56 ACRES OUT OF SURVEY NO. 147)	10/4/1900 10/15/1900 U/185
DEED	W.E. SMITH TO G.F. SCHREINER (56 ACRES OUT OF SURVEY NO. 147)	10/10/1900 10/15/1900 U/186
DEED	WALTER JARMON TO W.E. SMITH (ALL UNDIVIDED RTI IN AND TO 369 ACRES OUT OF SURVEY NO 147)	12/22/1903 1/10/1904 X/189
DEED	HATTIE P. JAROMN AND ELLA E. JARMON TO G.F. SCHREINER (7/12 INTEREST IN AND TO 313 ACRES OUT OF SURVEY NO. 147)	4/2/1904 4/5/1904 X/243
DEED	W.E. SMITH TO G.F. SCHREINER (5/12 INTEREST IN AND TO 313 ACRES OUT OF SURVEY NO. 147)	4/5/1904 4/12/1904

DEED	CHARLES SCHREINER TO GUS F. SCHREINER (244 ACRES OUT OF SURVEY NO. 147)	9/3/1907 9/6/1907 27/471
DEED	G.C. SURBER AND HIS WIFE SALLIE E SURBER TO G.F. SCHREINER (200 ACRES OUT OF SURVEY NO . 147)	7/9/1910 7/12/1910 30/402
DEED	CHARLES SCHREINER TO G.F. SCHREINER (58-1/2 ACRES OUT OF SURVEY 147) 762 ACRES OUT OF SURVEY 147)	7/8/1910 7/12/1910 30/403
WD-VL CORR 117/259	CHARLES SCHREINER BANK, INDEPENDENT EXECUTOR OF THE ESTATE OF 703 ACRES OUT OF SURVEY NO. 147 GUS F. SCHREINER TO JIM W. WEATHERBY TALAMDGE WEATHERBY (703 ACRES OUT OF SURVEY NO. 147)	9/4/1962 9/7/1962 113/259

DEED	JIM W. WEATHERBY TALAMDGE WEATHERBY TO L.A. SCHREINER (5.534 ACRES OUT OF SURVEY NO. 147)	3/19/1963 3/19/1963 114/559
WD-VL	JIM W. WEATHERBY TALAMDGE WEATHERBY TO C. FREDERICK ROWSEY (640 ACRES OUT OF SURVEY NO. 147) AND OTHER LANDS	1/10/1964 1/17/1964 117/248
WD-VL CORR 113/259	CHARLES SCHREINER BANK, INDEPENDENT EXECUTOR OF THE ESTATE OF GUS F. SCHREINER TO JIM W. WEATHERBY TALAMDGE WEATHERBY (703 ACRES OUT OF SURVEY NO. 147)	9/4/1962 01/20/1964 117/259
WD-VL	C. FREDERICK ROWSEY AND WIFE, JOAN ROWSEY TO R.C. MCBRYDE AND WIFE CLEO MCBRYDE (4.532 ACRES OUT OF SURVEY 147)	2/22/1965 3/2/1965 120/329

WD-ASMPT VL	C.F. ROWSEY, AKA C. FREDERICK ROWSEY, JR. AND CHARLES F. ROWSEY, JR., AND WIFE JOAN ROWSEY TO LEON R. TURNER (640 AC OUT OF SURVEY NO. 147)	12/22/1966 12/29/1966 126/667
WD	LEON R. TURNER, NOT JOINED BY WIFE TO L.R. TURNER ENTERPRISES (640 ACRES OUT OF SURVEY NO. 147)	7/20/1967 7/21/1967 129/336
WD-VL	CHAS SCHREINER BANK FOR THE ESTATE OF L.A. SCHREINER TO WILLIAM H. RAY AND WIFE, BARBARA FRANCES RAY (5.534 ACRES OUT OF SURVEY 147) AND OTHER LANDS	1/14/1971 1/19/1971 147/163

NAME CHANGE	KERRVILLE HILLS DEVELOPMENT AND L.R. TURNER ENTERPRISES, INC WILL NOW BE KNOWN AS KERRVILLE HILLS DEVELOPMENT	2/5/1971 2/9/1971 147/368
AMEND ART OF INCORPORATION	L.R. TURNER ENTERPRISES TO KERRVILLE HILLS DEVELOPMENT	1/14/1971 3/25/1971 148/244
WD-VL	RANKIN C. MCBRYDE AND WIFE CLEO NOWLIN MCBRYDE TO L.D. BRINKMAN (4.532 ACRES OUT OF SURVEY 147)	12/6/1971 12/9/1971 152/809
WD	JIM W. WEATHERBY, AND WIFE TALMADGE WEATHERBY TO L.D. BRINKMAN (23.5 ACRES OUT OF SURVEY NO. 147) AND OTHER LANDS	6/22/1972 6/27/1972 156/595

WD-W ASMPT	L.D. BRINKMAN TO HEAT & FROST (23.5 ACRES OUT OF SURVEY NO. 147 AND 4.532 ACRES OUT OF SURVEY NO. 147) AND OTHER LANDS	1/2/1973 5/1/1973 163/188
MERGER	HEAT & FROST TO KERRVILLE HILLS DEVELOPMENT CO., A TEXAS CORPORATION	4/13/1973 5/1/1973 163/193
WD	HEAT & FROST, INC., A TEXAS CORPORATION TO TIERRA LINDA RANCH CORPORATION (675.86 ACRES OUT OF SURVEY NO. 147) AND OTHER LANDS	3/30/1973 5/1/1973 163/198
WD	WILLIAM H. RAY AND BARBARA FRANCES RAY TO RIVERHILL CLUB & ESTATES, LTD., A LIMITED PARTNERSHIP (5.067 ACRES OUT OF 5.543 ACRES)	5/3/1974 5/9/1974 172/388

WD	TIERRA LINDA RANCH CORPORATION TO RIVERHILL CLUB & ESTATES, LTD., A TEXAS LIMITED PARTNERSHIP (675.86 ACRES OUT OF SURVEY NO. 147)	11/20/1973 8/15/1974 174/536
PLAT	TIERRA LINDA RANCH CORPORATION A PARTNER OF RIVERHILL CLUB & ESTATES, LTD (RIVERHILL TOWNHOUSE NO. 2)	12/8/1975 12/9/1975 4/45
WD-VL	RIVERHILL CLUB & ESTATES, LTD., A TEXAS LIMITED PARTNERSHIP TO ROGER C. CHAMPMAN, TEE RIVERHILL JOINT VENTURE (13.91 ACRES AS SHOWN ON PLAT)	8/13/1976 8/24/1976 190/39
WD-VL	RIVERHILL JOINT VENTURE TO HILRE HUNT, A FEME SOLE (LOT 11, RIVERHILL TOWNHOUSE TRACTS NO. 2)	2/6/1978 2/14/1978 205/89

WD-VL	HILRE HUNT TO CHARLES LEE LIGGETT AND WIFE, ELIZABETH ANN LIGGETT (LOT 11, RIVERHILL TOWNHOUSE TRACTS NO. 2)	5/14/1979 5/29/1979 221/478WD- VL
WD-VL	CHARLES LEE LIGGETT, AKA CHARLES LEE LIFFETT, SR., INDIVIDUALLY AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF ELIZABETH ANN LIGGETT, DECEASED TO KAROL A. SCHREINER (LOT 11, RIVERHILL TOWNHOUSE TRACTS NO. 2)	7/29/2011 8/11/2011 11-05072
WD-VL	KAROL A. SCHREINER TO MICHAEL E. DYAL AND WIFE LISA M. DYAL (LOT 11, RIVERHILL TOWNHOUSE TRACTS NO. 2)	4/15/2019 4/16/2019 19-02647

19-02647

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.

WARRANTY DEED WITH VENDOR'S LIEN

Date: APRIL 15, 2019

Grantor: KAROL A. SCHREINER, an unmarried person

Grantee: MICHAEL E. DYAL and LISA M. DYAL

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date that is in the principal amount of TWO HUNDRED TWENTY TWO THOUSAND AND NO/100 DOLLARS (\$222,000.00) and is executed by Grantee, payable to the order of GUADALUPE BANK (herein "Lender"). The note is secured by a vendor's lien retained in favor of Lender in this deed and by a deed of trust of even date, from Grantee to GARY A. ROBERTS, JR., Trustee.

Lender, at Grantee's request, having paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described, the vendor's lien and superior title to the property are retained for the benefit of Lender and are transferred to Lender without recourse on Grantor.

Property (including any improvements):

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas and being Lot 11 of the Riverhill Townhouse Tracts No. 2, a subdivision of Kerr County, Texas, according to the plat of said subdivision recorded in Volume 4, Page 47 of the Plat records of Kerr County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: This conveyance is made by Grantors and accepted by Grantees expressly subject to the following matters to the extent, but only to the extent, the same are valid and subsisting and affect the Property (without waiving rights or defenses relating to and without ratifying such matters, and with the intention that the doctrine of revivor will not apply thereto), to-wit:

WARRANTY DEED WITH VENDOR'S LIEN - PAGE 1

✓ FILED BY AND RETURN TO:
4133
KERR COUNTY ABSTRACT & TITLE CO.
712 Earl Garrett Street
Kerrville, Texas 78028

1. Any visible and/or apparent roadways or easements over or across the subject property.
2. Restrictions recorded in Volume 179, Page 806; Volume 179, Page 822; Volume 180, Page 584; Volume 189, Page 617, Deed Records of Kerr County, Texas; Volume 935, Page 341, Real Property Records of Kerr County, Texas; and Document No. 11-06277, Official Public Records of Kerr County, Texas.
3. Undivided non participating royalty interest as described in instrument from Jim W. Weathersby, et ux, to C. Frederick Rowsey, dated January 10, 1964, recorded in Volume 117, page 248, Deed Records of Kerr County, Texas; together with all rights, express or implied, connected with said mineral interest.
4. Reservation of oil, gas, and other minerals in and under said land, as described in deed dated August 13, 1976, executed by Riverhill Club and Estates, Ltd., to Roger C. Chapman, Trustee and Agent for Riverhill Joint Venture, recorded in Volume 190, Page 39, Deed Records of Kerr County, Texas; together with all rights, express or implied, connected with said mineral interest.
5. All matters as per plats recorded in Volume 4, Page 45, and Volume 4, Page 47 Plat Records of Kerr County, Texas.
6. Townhouse, party wall provisions, covenants, conditions, restrictions, easements, maintenance fees, assessment, charges and liens as set forth in that certain Declaration recorded in Volume 179, Page 806; Volume 179, Page 822; Volume 180, Page 584; Volume 189, Page 617, Deed Records of Kerr County, Texas; Volume 935, Page 341, Real Property Records of Kerr County, Texas; Document No. 11-06277, Official Public Records of Kerr County, Texas.
7. All rights and privileges of other owners in the townhouse project in and to all general and common elements, as that term is defined by Texas law.
8. Easement from Riverhill Club and Estates to Riverhill Municipal Utility District, dated September 26, 1974, recorded in Volume 8, Page 261, Easement Records of Kerr County, Texas.
9. Easement to Kerrville Telephone Company dated November 6,

1974, recorded in Volume 8, Page 333, Easement Records of Kerr County, Texas.

10. Residence protrudes up to 0.1' over property line, as shown on plat of survey dated July 25, 2011, by Eric N. Ashley, R.P.L.S. No. 4617.
11. That portion of concrete wall that encroaches onto subject property, as shown on plat of survey dated as shown on plat of survey dated July 25, 2011, by Eric N. Ashley, R.P.L.S. No. 4617.
12. That portion of steps and deck that protrude onto adjoining property, as shown on plat of survey dated July 25, 2011, by Eric N. Ashley, R.P.L.S. No. 4617.
13. Property lying inside the fenceline, but outside the property line, as shown on plat of survey dated July 25, 2011, by Eric N. Ashley, R.P.L.S. No. 4617.
14. Property lying inside the rock wall, but outside the property line, as shown on plat of survey dated July 25, 2011, by Eric N. Ashley, R.P.L.S. No. 4617.
15. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records of Kerr County, Texas.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

Karol A. Schreiner
KAROL A. SCHREINER

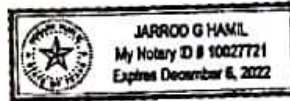
ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on APRIL 15, 2019, by KAROL A. SCHREINER.

Jarrood G. Hamil
Notary Public, State of Texas



GRANTEE'S ADDRESS:
MICHAEL E. DYAL and LISA M. DYAL
1100 Main St.
Kerrville TX 78028

G.F. No: 41330

Filed By and Return To: Kerr County Abstract & Title Co.

FILED AND RECORDED
4:10 clock P.M.
STATE OF TEXAS
COUNTY OF KERR
April 15, 2019
I hereby certify that the instrument was filed in the numbered sequence on the date and time stamped above by me and was duly recorded in the Official Public Records of Kerr County Texas.
Jarrood G. Hamil Deputy

In the name of the State of Texas.

Be it all to whom these presents shall come, George, J. S. Stickney, Thomas S. Gouvier of the State aforesaid, by virtue of the powers vested in us by law and in accordance with the laws of said State in such case made and provided do by these presents grant to Nathaniel Hoyt, his heirs or assigns forever the title of a Tongue of land situated and described as follows: In Precinct District, known as Survey N^o 14, in Section N^o 2, on the Southeast corner about fifty five miles North West of San Antonio. Beginning at a stake on the bank of the River for the lower corner of N^o 146, and the upper corner of this survey, from which a Spanish Certificate was drawn bearing date 17th April 1836 runs, and due of the same size bears South 59th West 33th East. Thence South 23th West 10th East, one thousand five hundred and eighty six paces to a stake and marker. Thence thence North 45th East, two thousand eight hundred and thirty six paces to a stake and marker. Thence South 23th West 10th East, two thousand eight hundred and thirty six paces to the lower corner of this survey from which a Spanish Certificate was drawn bearing date 30th East 53th East of west, and the eight and eight hundred and thirty six paces. Thence up the line with its extension to the place of beginning. Beginning on the 10th of May, 1836, hereby relinquishing to him the said Nathaniel Hoyt and his heirs or assigns forever all the right and title we and to said land herebefore held and possessed by the said State and also hereby waive the title Patent for the same. In testimony whereof, I have caused the Seal of the State to be affixed as well as the Seal of the General Land Office. Done at the City of Austin on the twenty third day of January in the year of our Lord one thousand eight hundred and forty seven.

Geo. J. S. Stickney
Thomas S. Gouvier

Commissioners of the G. L. Office.

N^o 175.

Nathaniel Hoyt
J. S. Gouvier.

George J. S. Stickney

Texas General Land Office, Austin, Texas OCT 26 2023

I, Dawn Buckingham, M.D., Commissioner of the Texas Land Office of the State of Texas, do hereby certify that on the reverse hereof is a true and correct copy of this instrument now on file in this office together with all endorsements thereon

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of said office the day and date first above written


Dawn Buckingham, M.D., Commissioner of the Texas General Land Office


Dawn Buckingham, M.D., Commissioner of the Texas General Land Office