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CAUSE NO. 380-80047-00

EXHIBITS INDEX - STATE'S 1-117 - VOLUME 49 OF 53

THE STATE OF TEXAS \* IN THE 380TH DISTRICT COURT  
\*  
V. \*  
\*  
IVAN ABNER CANTU \* OF COLLIN COUNTY, TEXAS

I, LISA M. RENFRO, Official Court Reporter in and for the 380th District Court of Collin County, Texas, do hereby certify that the following exhibits, Pretrial Exhibits 1-2; Court's Exhibit 1; State's Exhibits 1-179 (excluding 25, 26, 84, 85, 172, 175b, 176, and 177), and Defendant's Exhibits 1-42 (excluding 3, 4 and 6) constitute a true and complete duplicate of the original exhibits admitted into evidence during the hearing in the above-entitled and -numbered cause as set out herein before the Honorable Charles F. Sandoval, Judge of the 380th District Court of Collin County, Texas, on the 13th day of July, 2001; the 15th thru 17th days of August, 2001; and the 21st thru the 26th day of October, 2001.

*Copy*

WITNESS MY OFFICIAL HAND on this the <sup>14th</sup> 27th day of ~~November, 2002.~~ *January, 2003.*

*Lisa M. Renfro*

-----  
Lisa M. Renfro, Official Court Reporter  
Texas CSR #4534  
380th District Court  
Collin County Courthouse  
210 S. McDonald St.  
McKinney, Texas 75069  
(972) 548-4661

*Stamp: 2003 JAN 17 11:05 AM*

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CHRONOLOGICAL EXHIBITS INDEX

STATE'S PRETRIAL

<u>EXHIBITS</u>	<u>Description</u>	<u>Offered/Admitted</u>	<u>V.</u>
SX-1	Affidavit for Search Warrant	29/30	53
SX-2	" "	29/30	53
SX-3	Photograph	93/93	49
SX-4	" "	93/93	49
SX-5	Appointment of Office	13/15	49
SX-6	Acceptance of appointment	13/15	49

VOIR DIRE - COURT ONLY

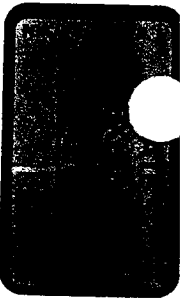
<u>EXHIBITS</u>	<u>Description</u>	<u>Offered/Admitted</u>	<u>V.</u>
Court-1	Handwritten notes		53

TRIAL CHRONOLOGICAL EXHIBITS INDEX

STATE'S

<u>EXHIBITS</u>	<u>Description</u>	<u>Offered/Admitted</u>	<u>V.</u>
SX-1	Photograph	29/32	49
SX-2	Photograph	29/32	49
SX-3	Photograph	29/32	49
SX-4	Photograph	29/32	49
SX-5	Photograph	29/32	49
SX-7	Drawing of layout of home	86/86	49
SX-6	Telephone	22/22	49
SX-8-A	Set of Keys	30/30	49
SX8-11	Photographs	112/112	49
SX12-13	Photographs	117/117	49
SX-14	Photograph	133/133	49
SX-15	Photograph	160/160	49
SX16-18	Photographs	176/176	49
SX19-24	Photographs	177/196	49
SX25-26	Photographs	177/NA	53
SX27-56	Photographs	177/196	49
SX-58	Box of evidence	18/18	49
SX-58-A	Pillow with "love"	18/18	49
SX-58-B	Black hand towel	18/18	49
SX-58-C	Paisley round pillow	18/18	49
SX-58-D	Green-striped pillow	18/18	49
SX-59	Box of evidence	18/18	49
SX-59-A	One sheet/mattress cover	18/18	49
SX-60	Photo	22/23	49
SX-61	Photo	26/27	49
SX-62	Photo	26/27	49
SX-63	Photo of sock	26/27	49
SX-64	Photo	26/27	49

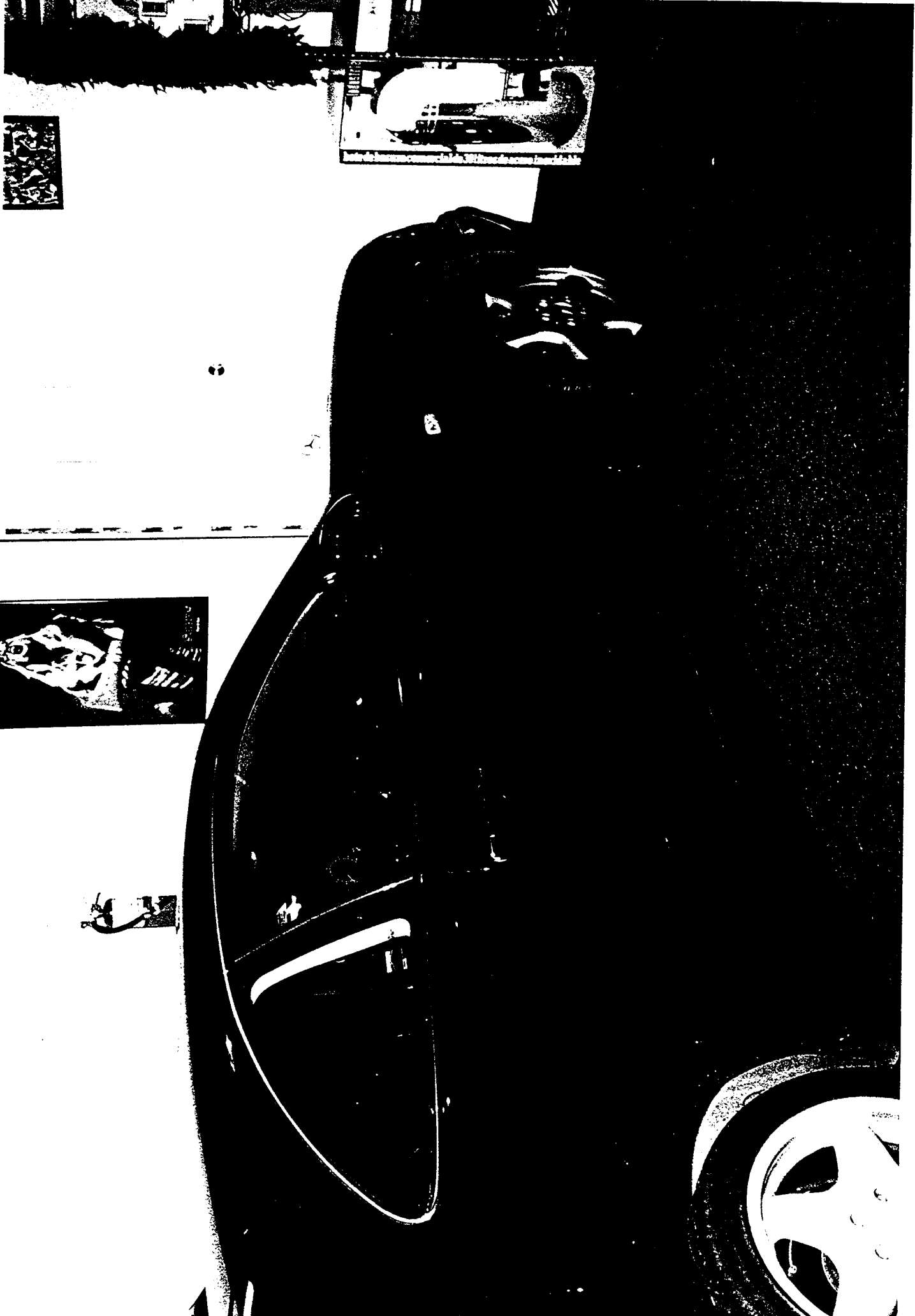
	<u>TRIAL CHRONOLOGICAL EXHIBITS INDEX</u>			
	<u>STATE'S</u>	<u>Description</u>	<u>Offered/Admitted</u>	<u>V.</u>
	<u>EXHIBITS</u>			
1				
2				
3				
4				
5	SX-65	Photo	26/27	49
6	SX-66	Photo	26/27	49
7	SX-67	Photo	26/27	49
8	SX-68	Set of Keys	30/30	49
9	SX-69	Key fob	30/30	49
10	SX-70	Box of cartridges	30/30	49
11	SX-71	Box of items from apartment	33/35	49
12	SX-71-A	Pair of blue jeans	33/35	49
13	SX-71-B	White sock	33/35	49
14	SX-71-C	White sock	33/35	49
15	SX-72	Photo	35/36	49
16	SX-73	Photo	35/36	49
17	SX-74	Photo	113/113	49
18	SX-75	Photo	113/113	49
19	SX-76	Envelope w/ contents	125/126	49
20	SX-76-A	Bag	125/126	49
21	SX-76-B	Pistol (Colt .38)	125/126	49
22	SX-76-C	Box of cartridges	125/126	49
23	SX-76-D	Cartridges in magazine	125/126	49
24	SX-76-E	Test fires from SWIFS	125/144, V. 37	49
25	SX-77	Photo	128/128	49
26	SX-78	Photo	128/128	49
27	SX-79	Photo	128/128	49
28	SX-80	Photo	128/128	49
29	SX-81	Photo	128/128	49
30	SX-82	Photo	128/128	49
31	SX-83	Photo	128/128	49
32	SX-84	Photo	128/NA	
33	SX-85	Diazepam tablets	129/NA	
34	SX-86	Fingerprint cards	137/181	49
35	SX-87	Fingerprint card	137/181	49
36	SX-88	Fingerprint card	137/181	49
37	SX-89	Fingerprint card	183/181	49
38	SX-90	Fingerprint card	183/181	49
39	SX-90	Fingerprint card	13/14	49
40	SX-91	Fingerprint card	13/14	49
41	SX-92	Photo	130/130	49
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43	SX-93-A	Small print card	13/14	49
44	SX-93-B	Small print card	13/14	49
45	SX-93-C	Small print card	13/14	49
46	SX-94	Photo	91/92	49
47	SX-95	Photo	91/92	49







ADMITTED

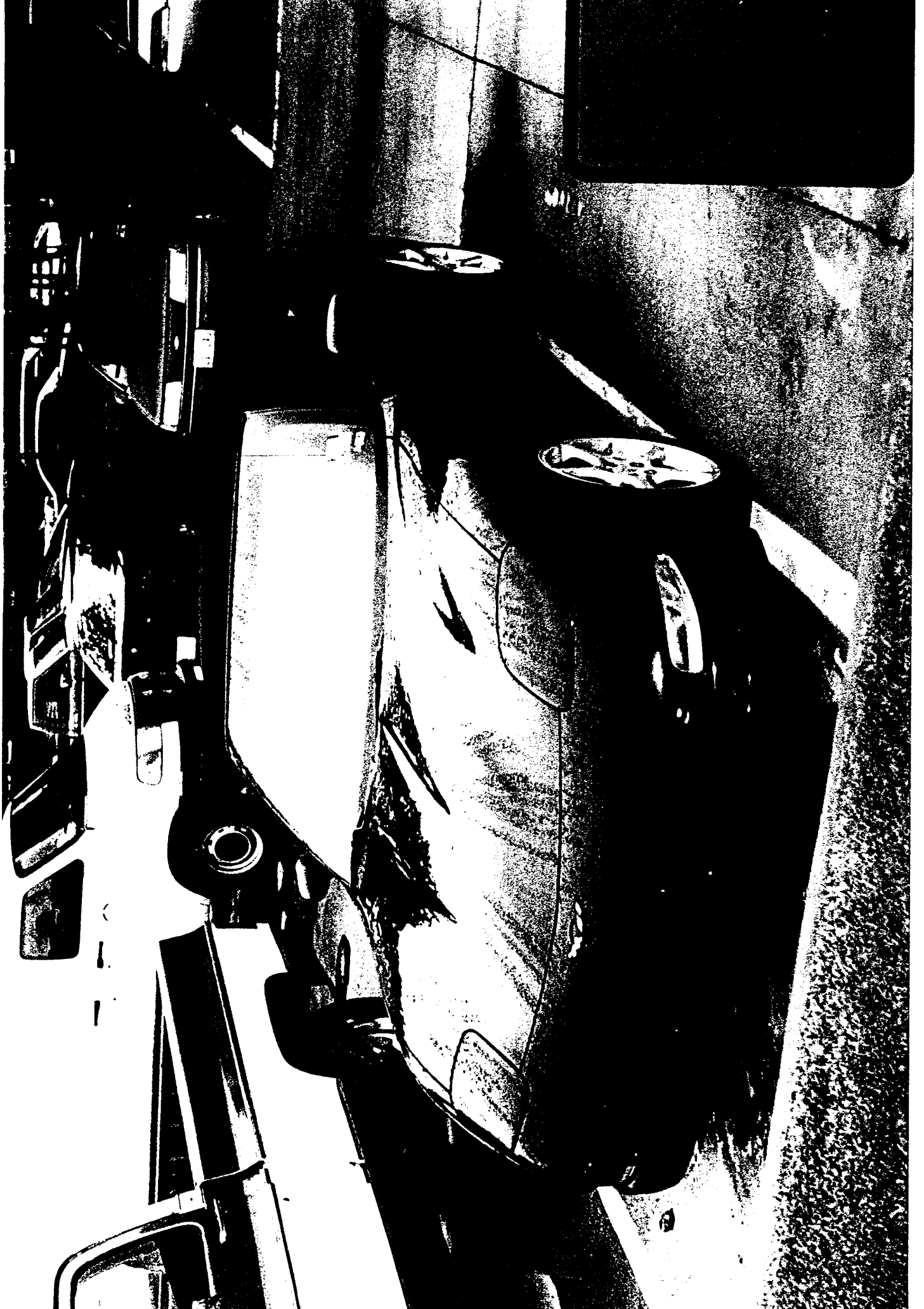


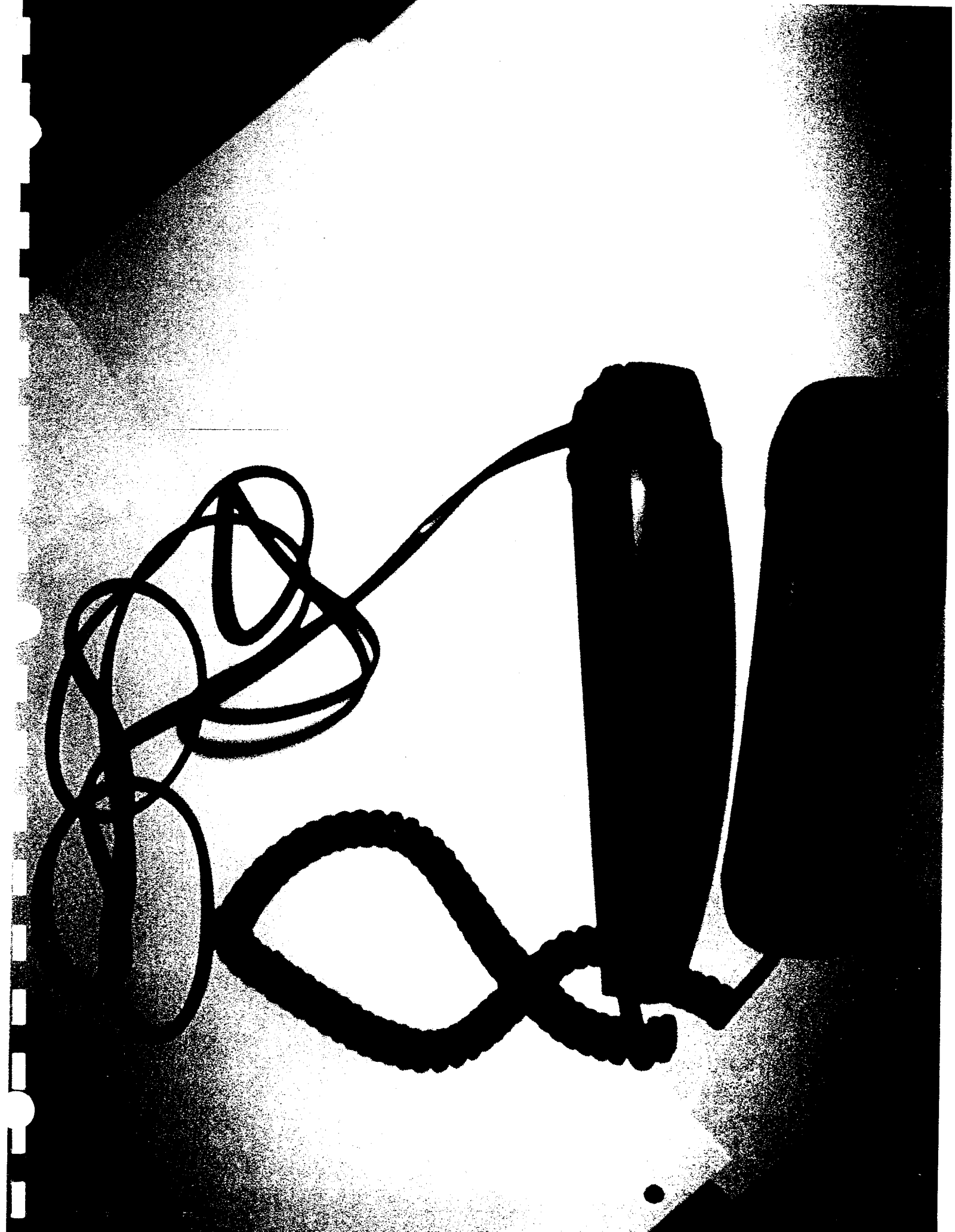


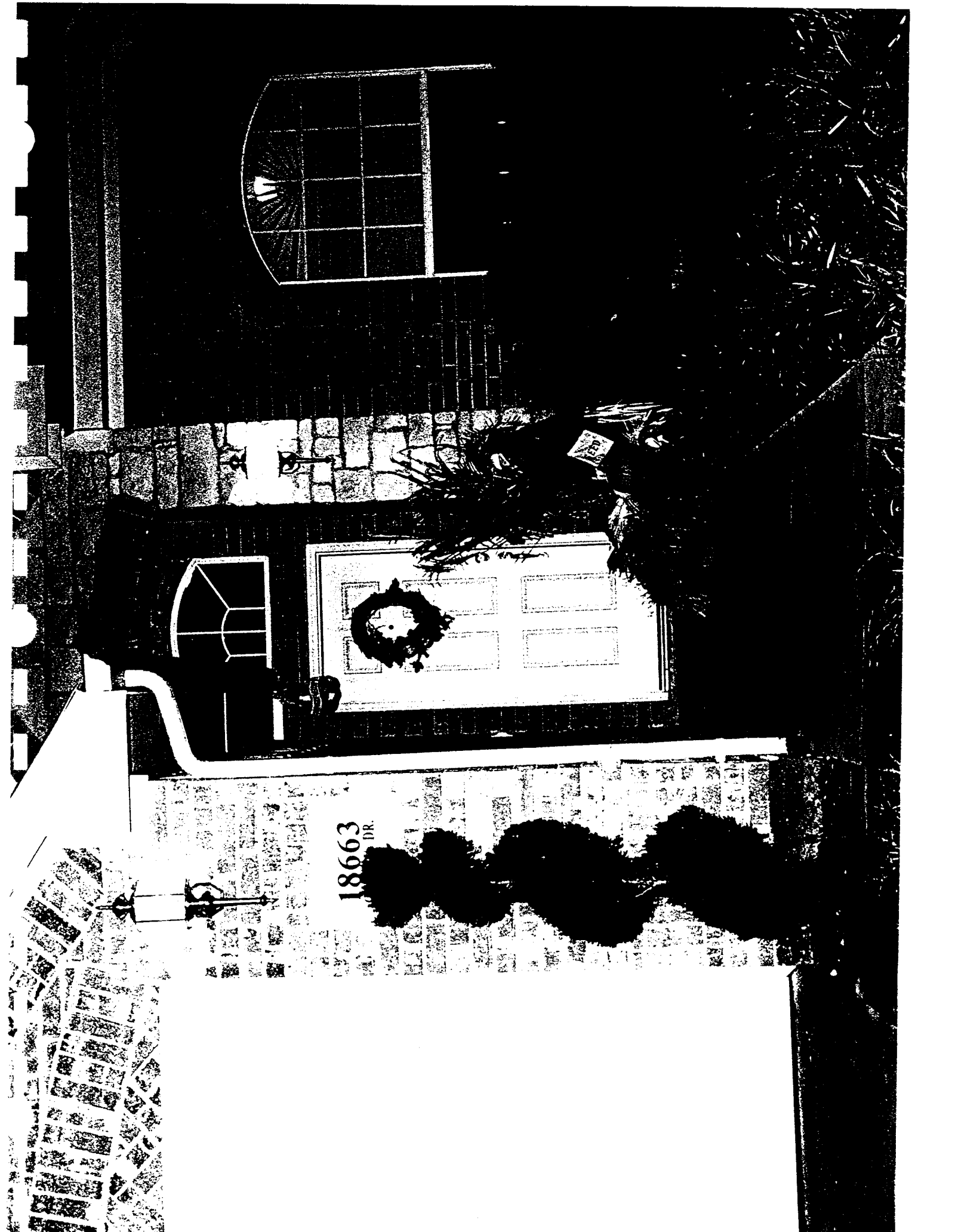


AG 789

NO PARKING





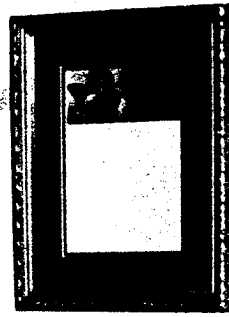


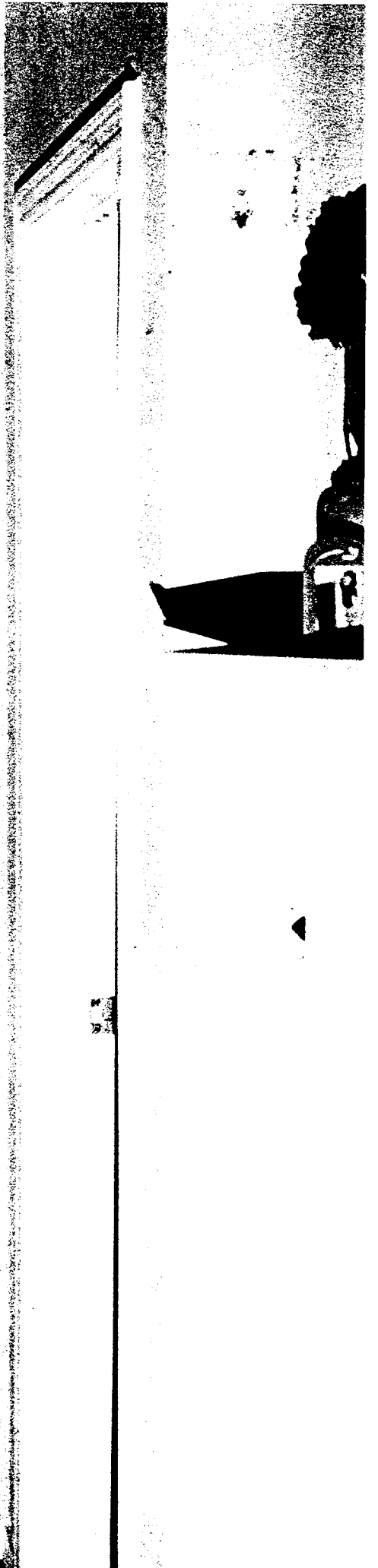
18663  
DR.

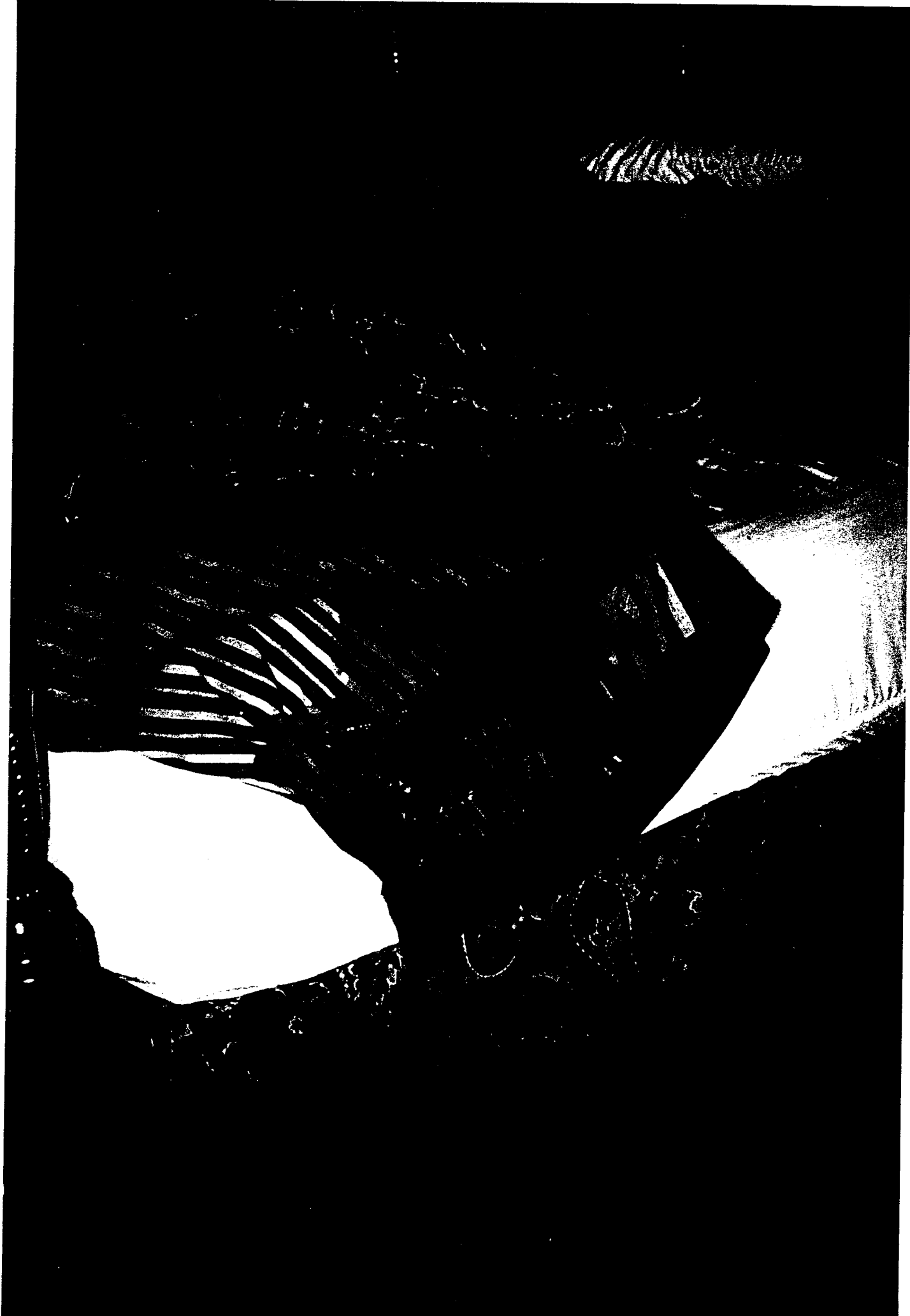


SX 8a



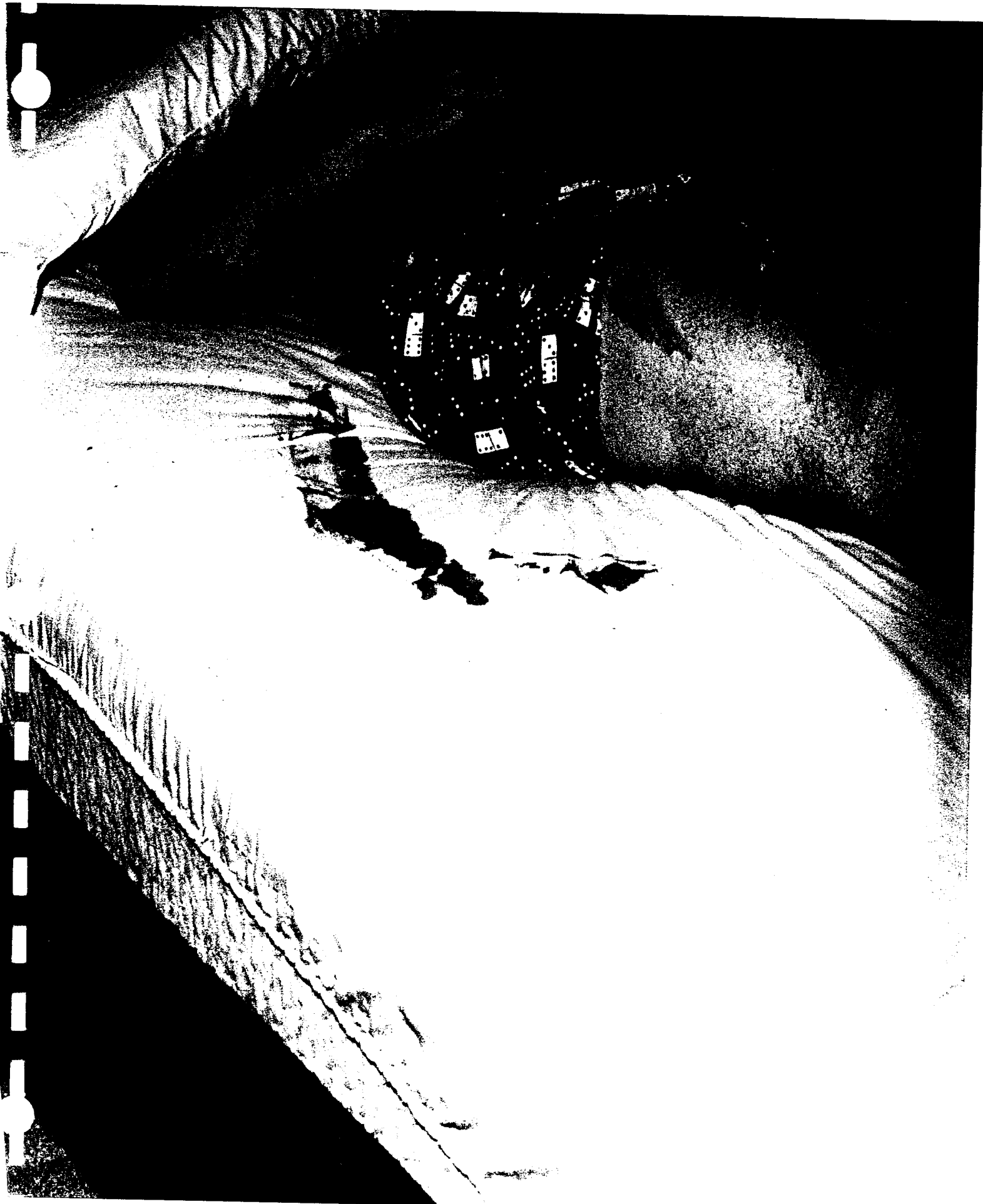


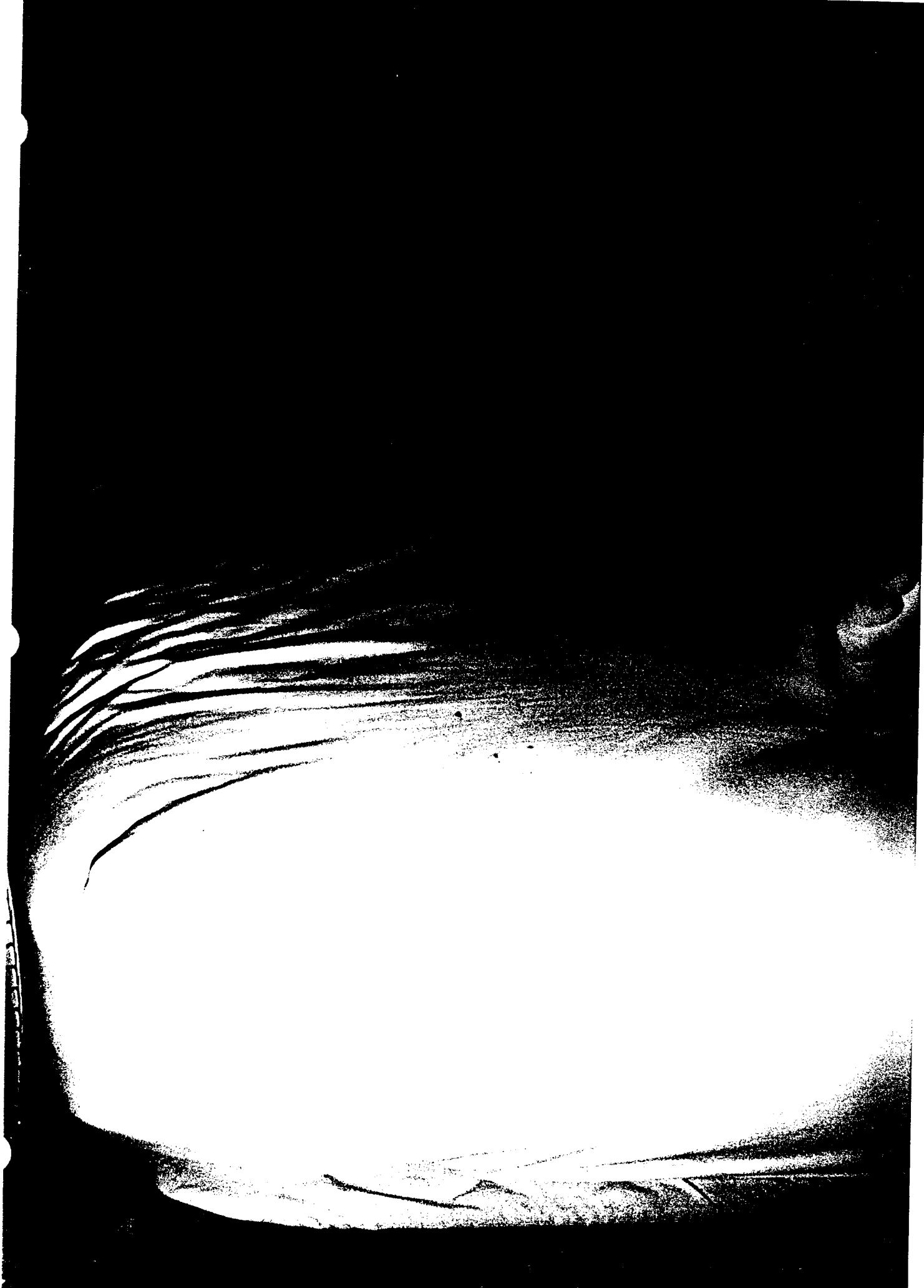








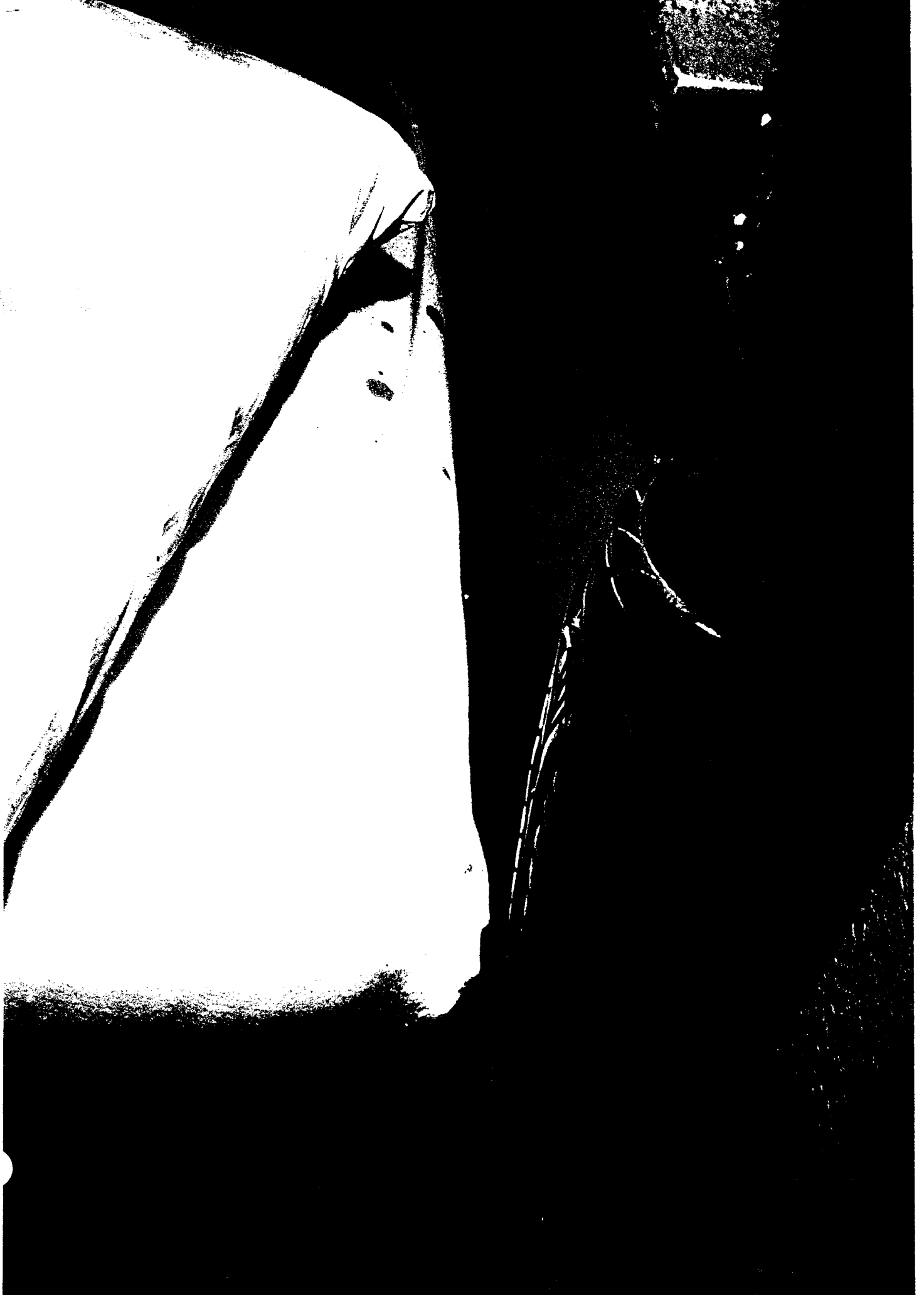






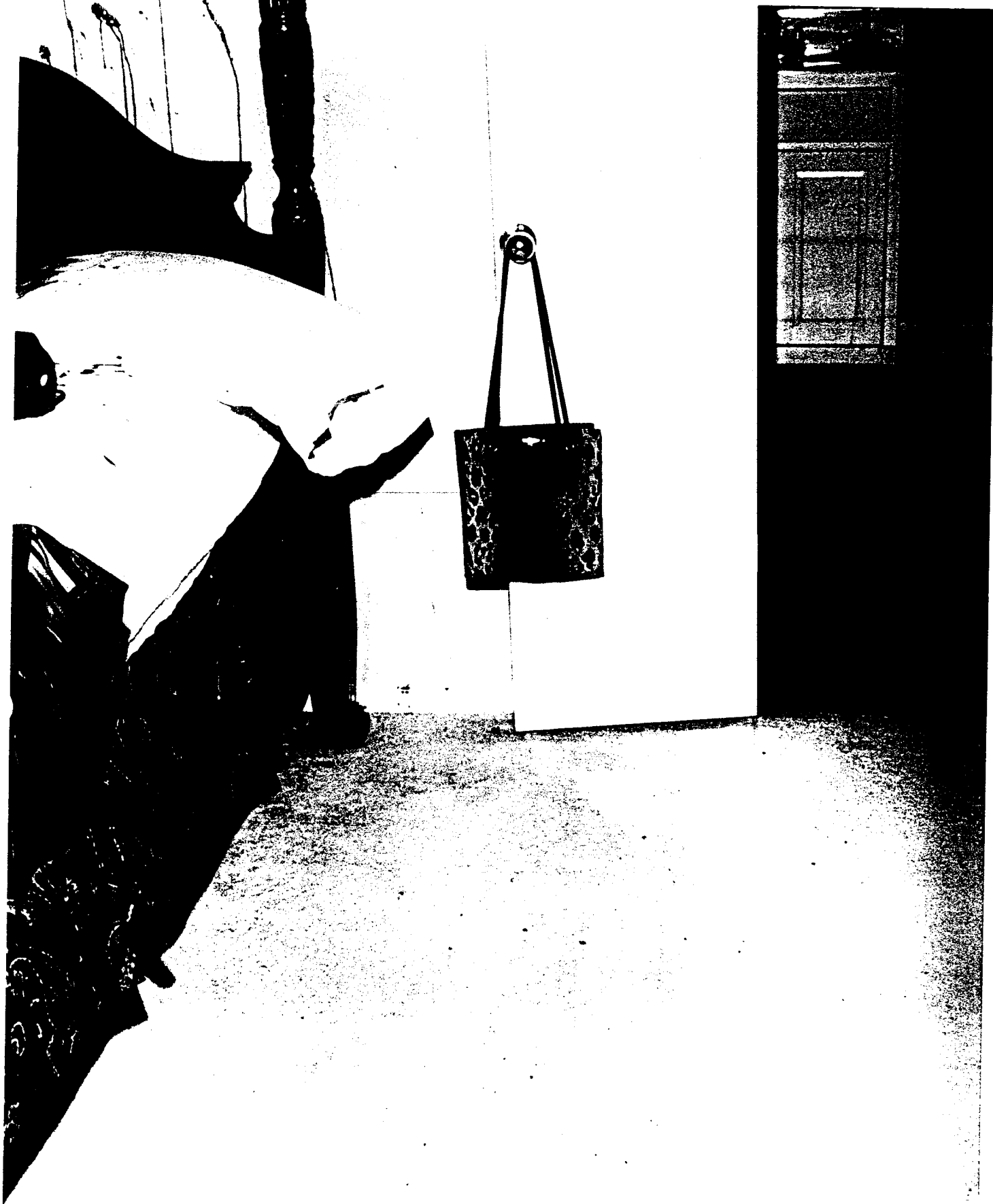


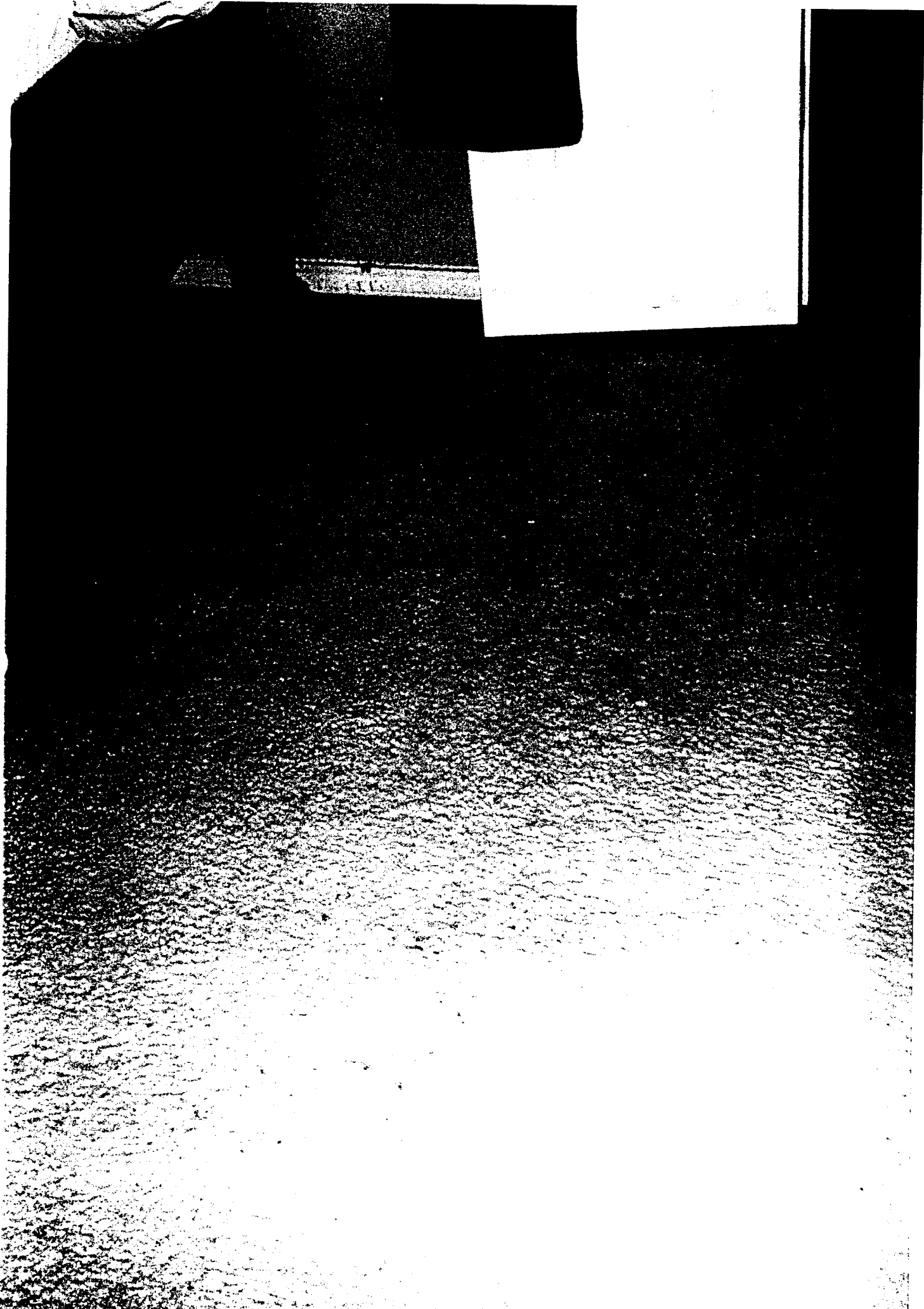


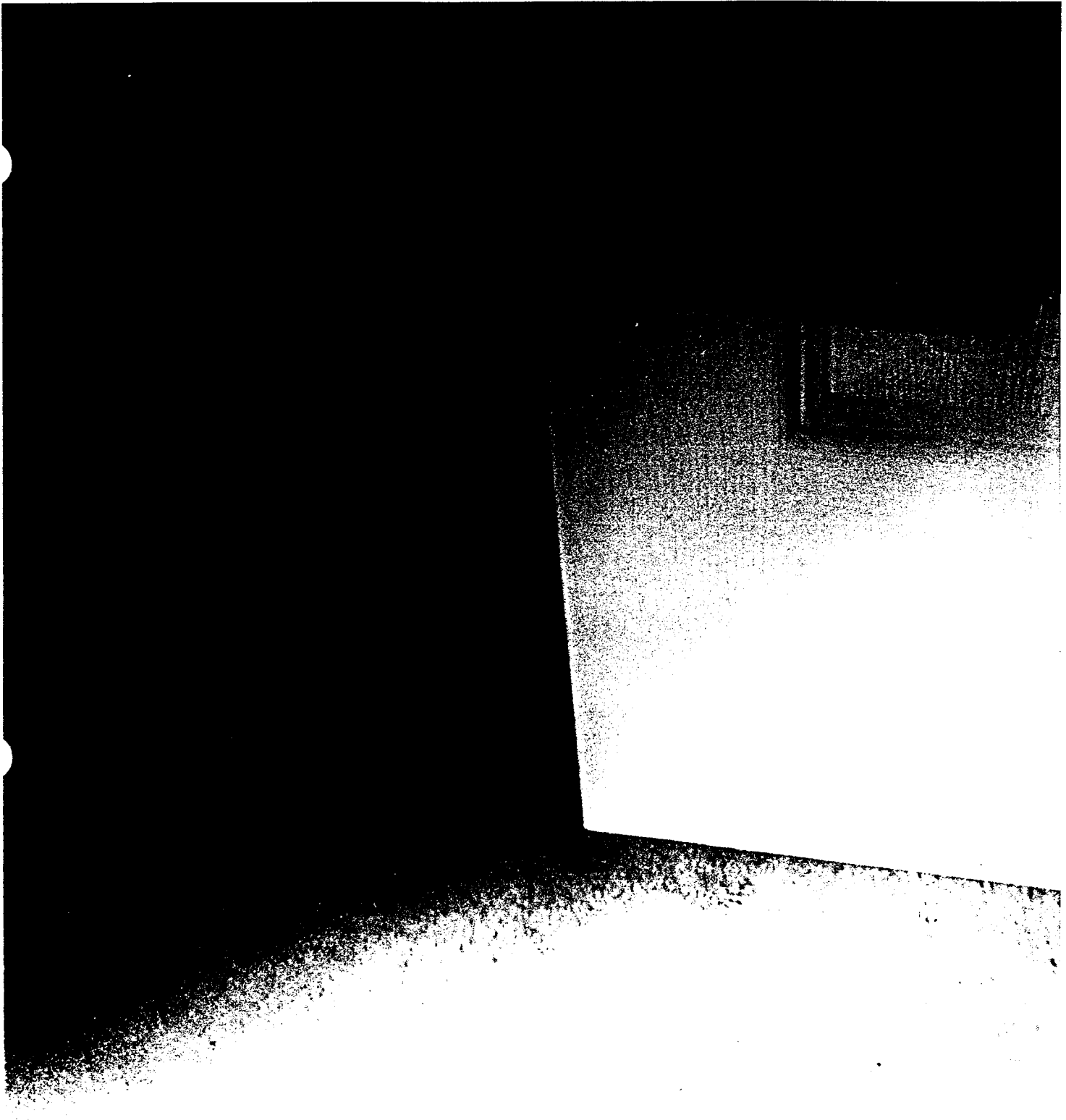




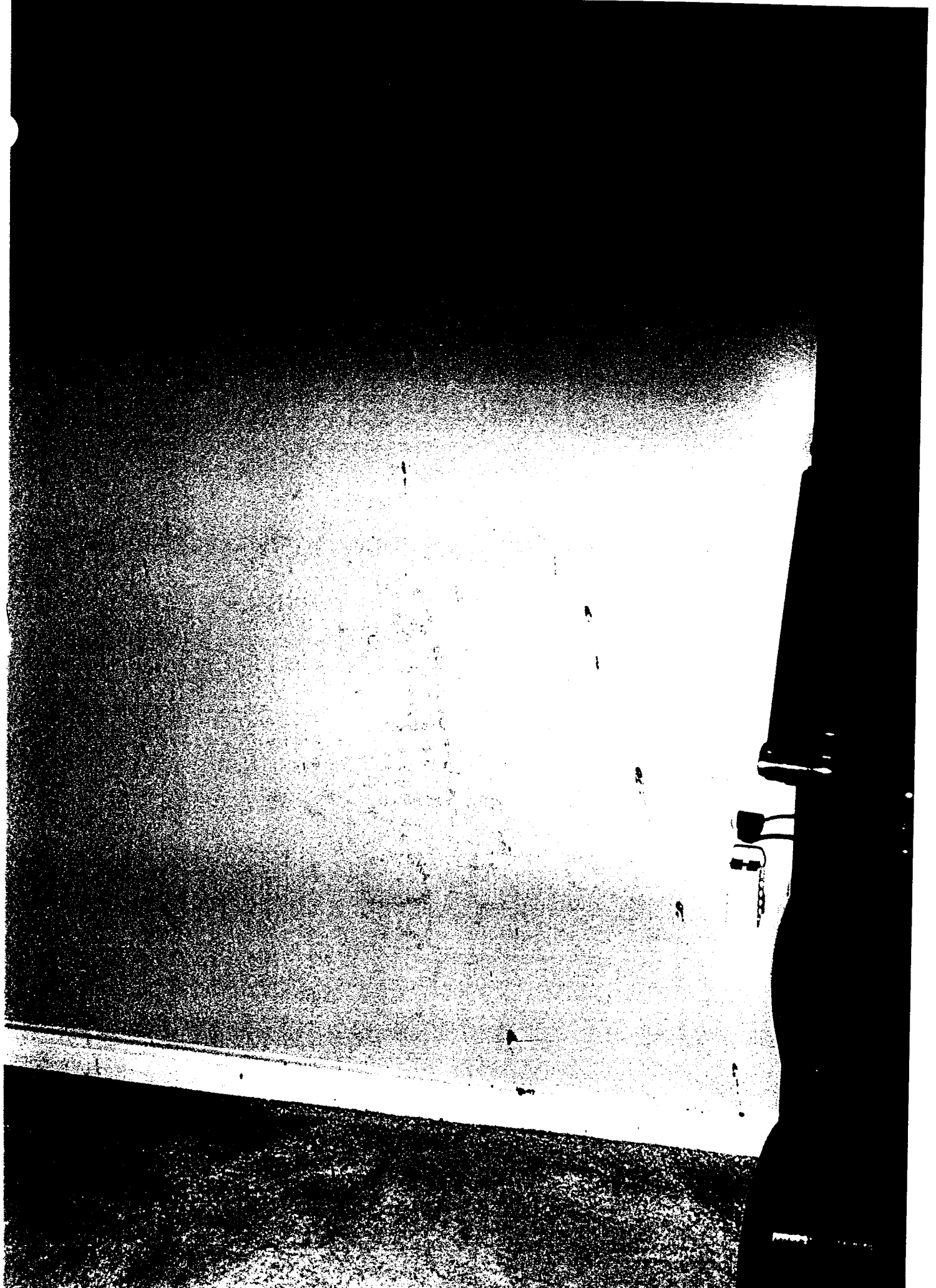




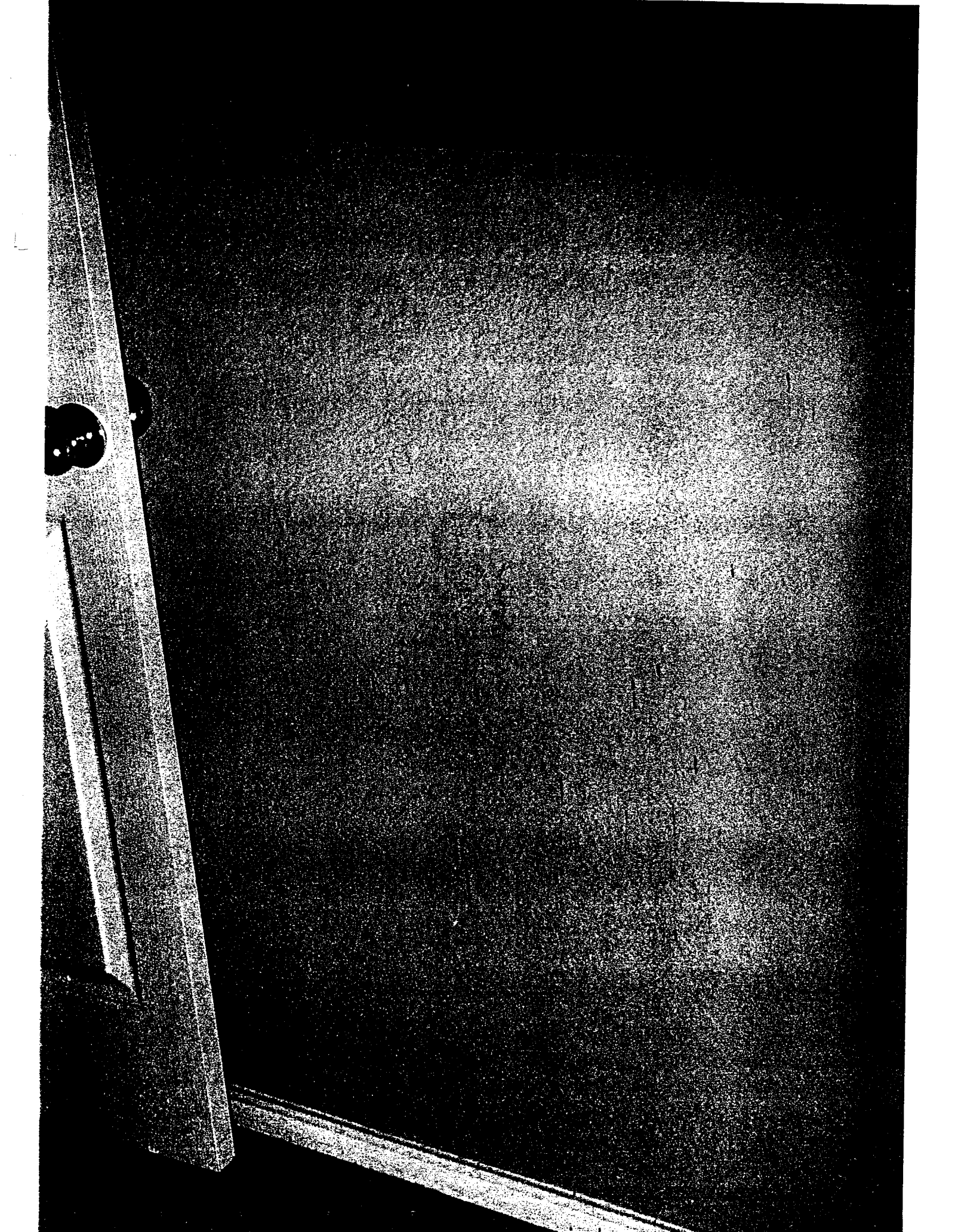


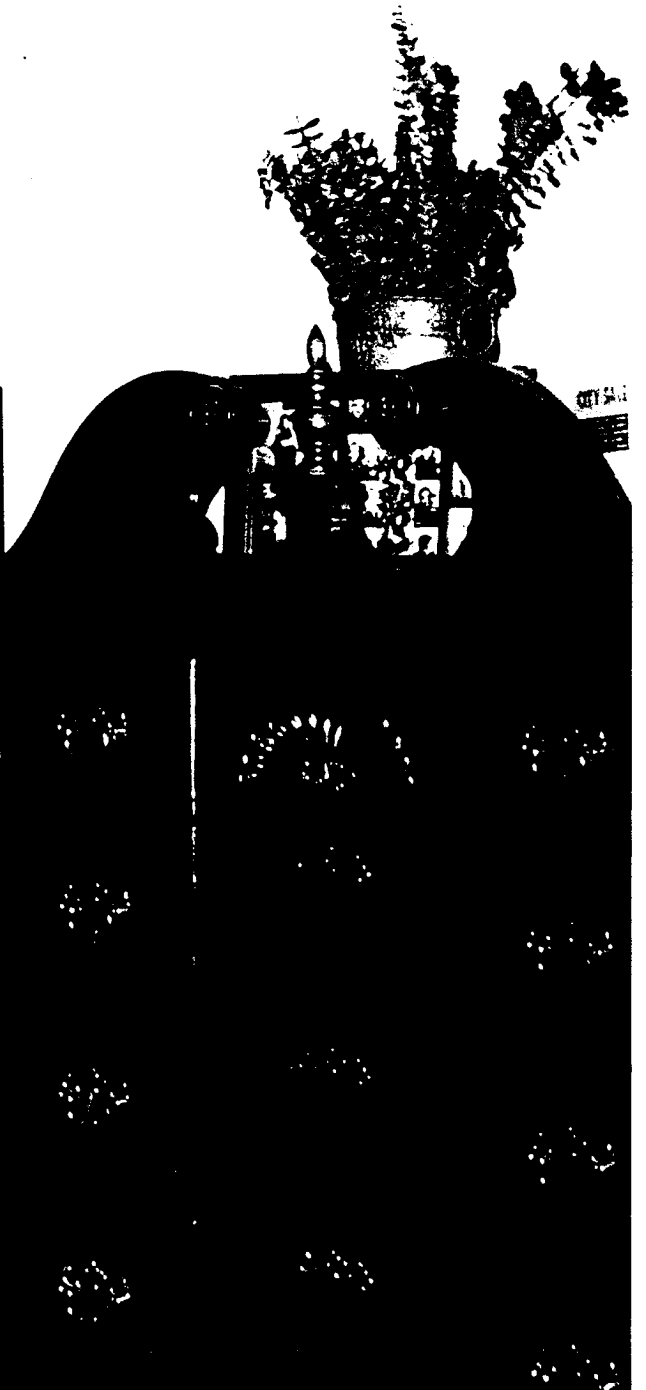
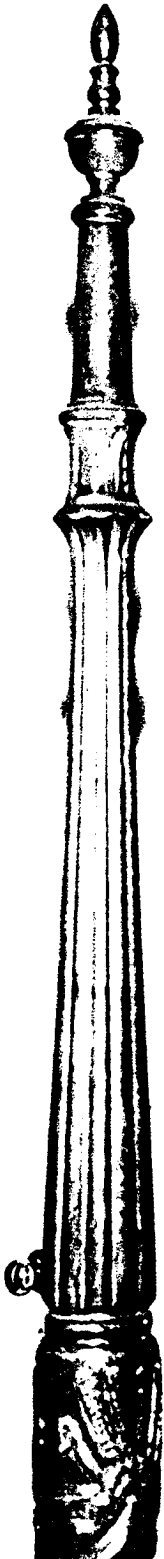


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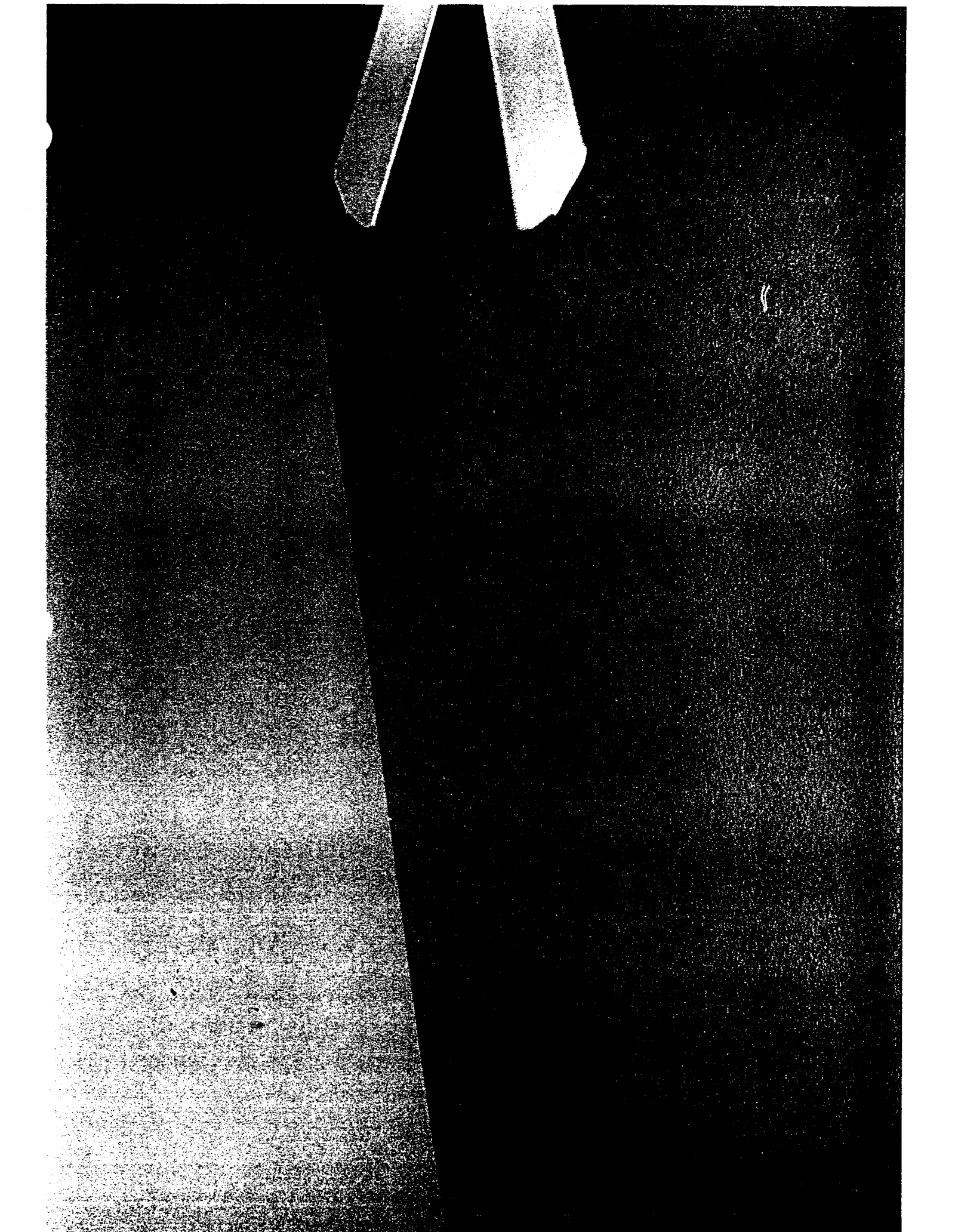




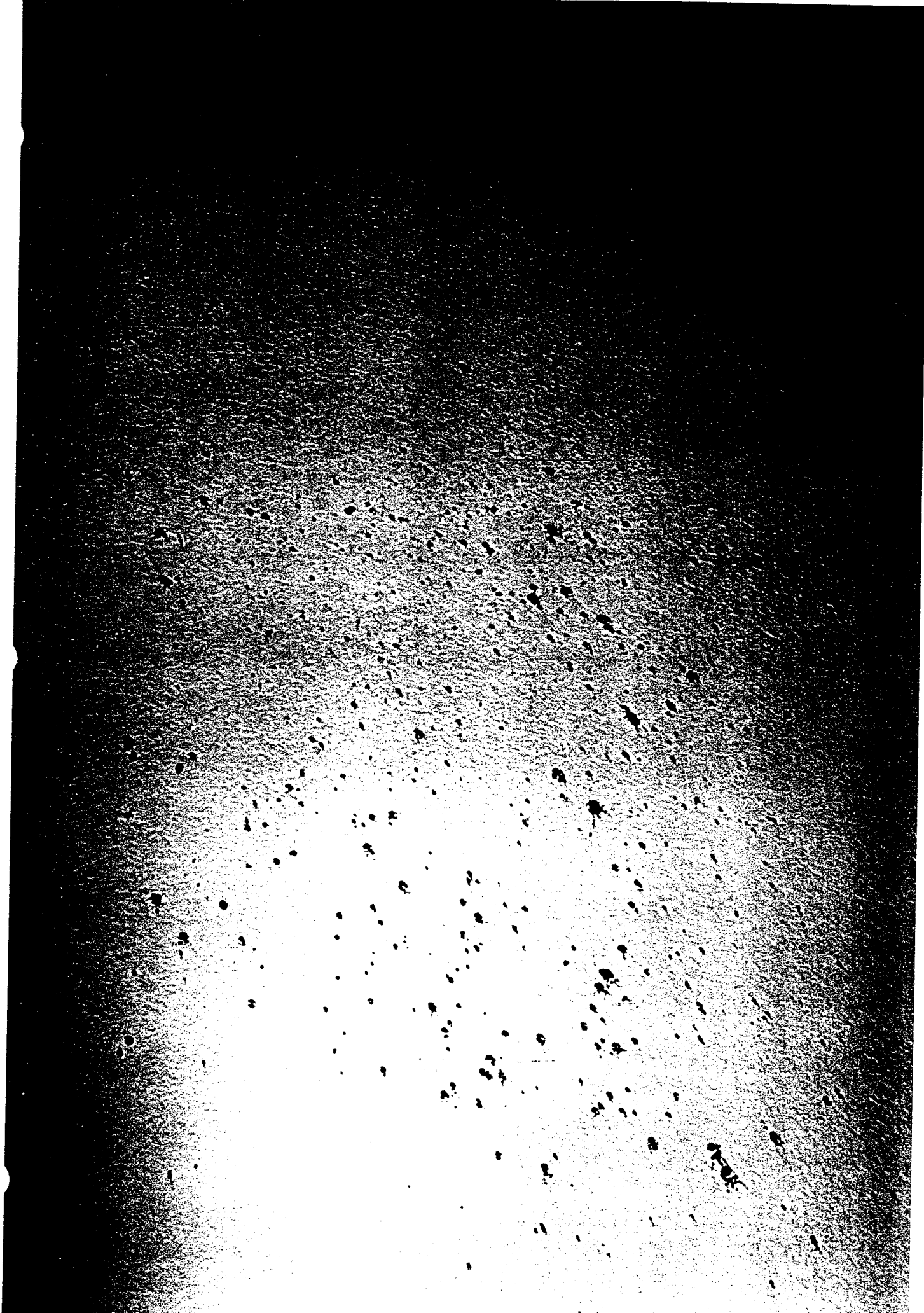








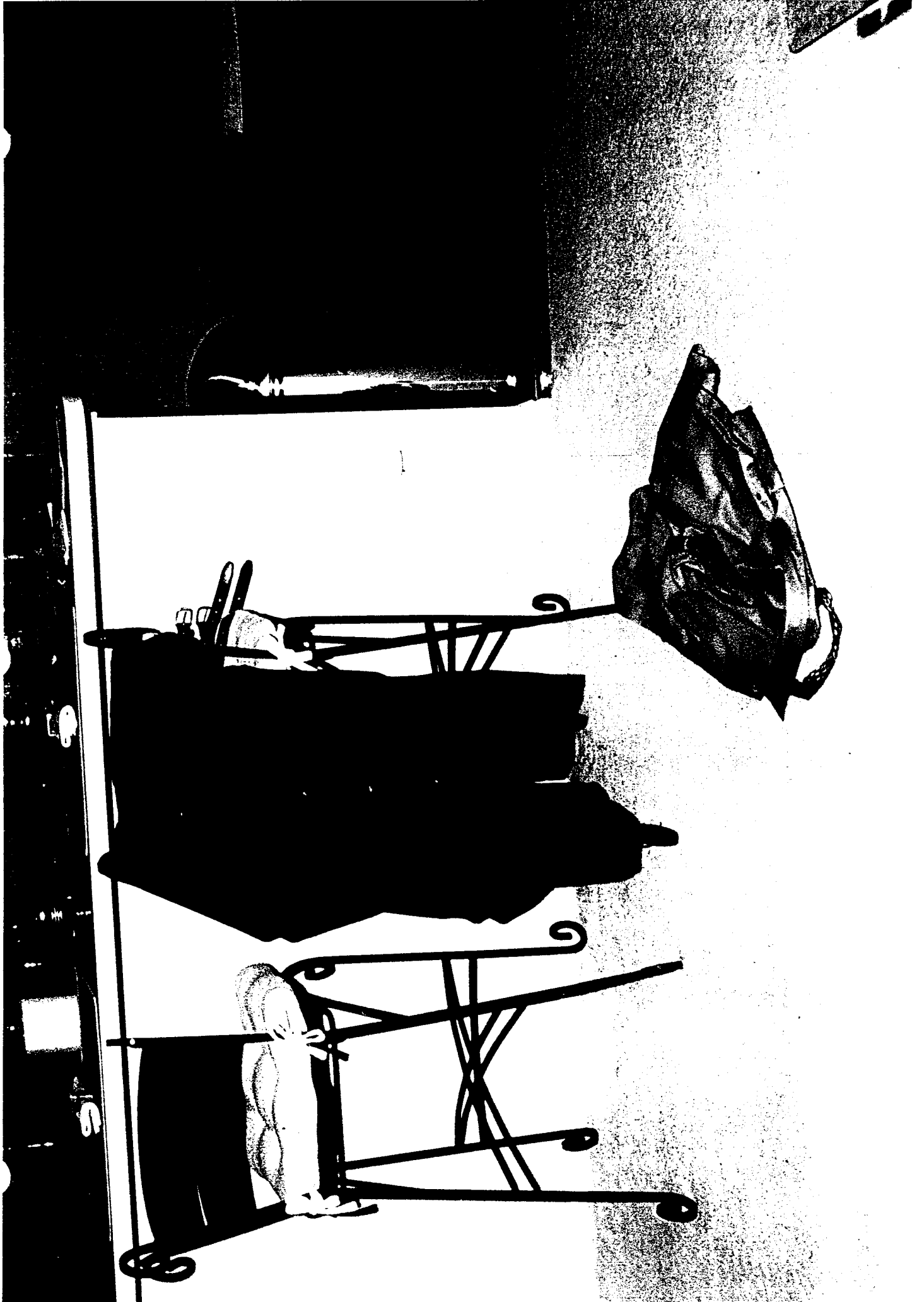










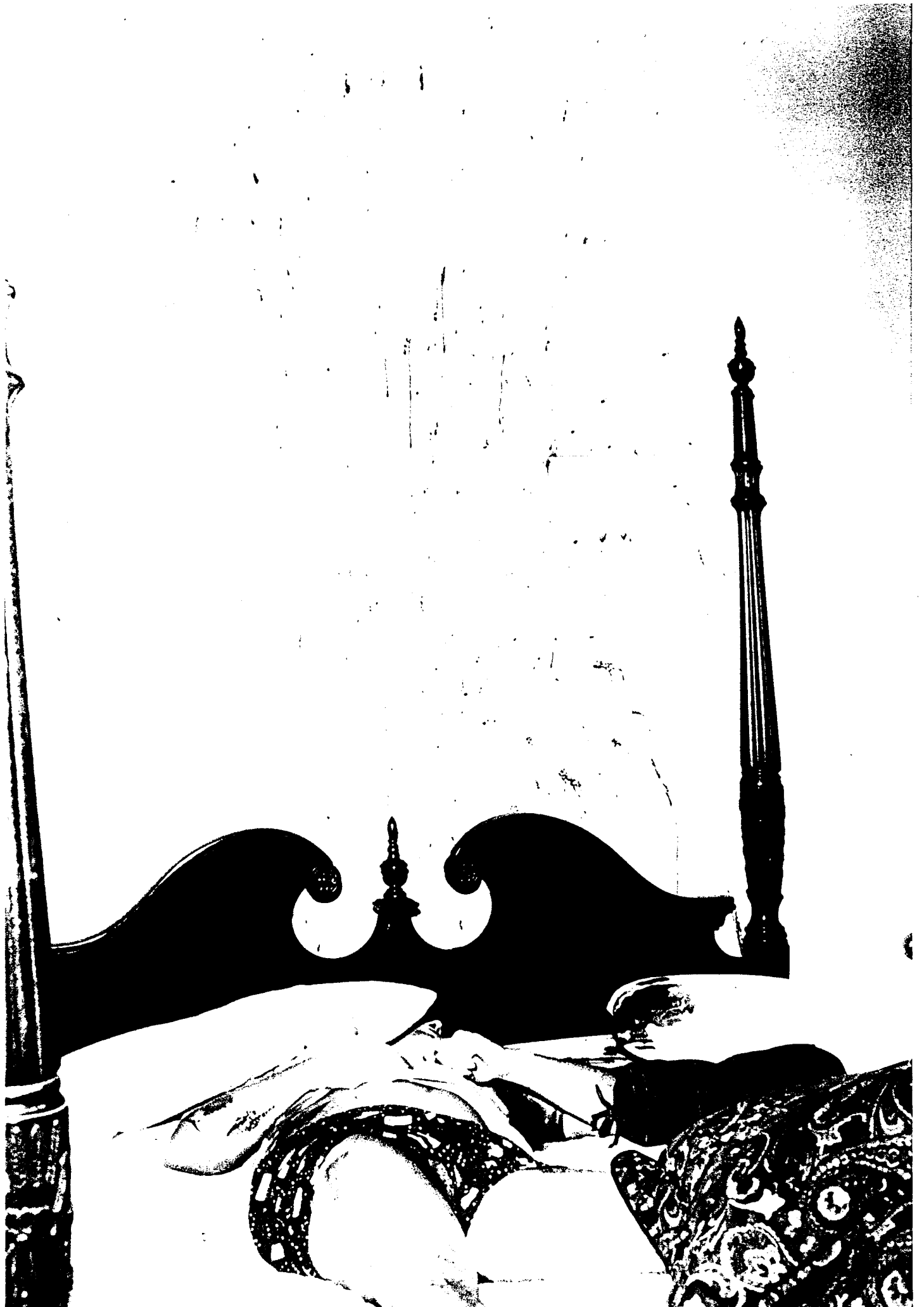




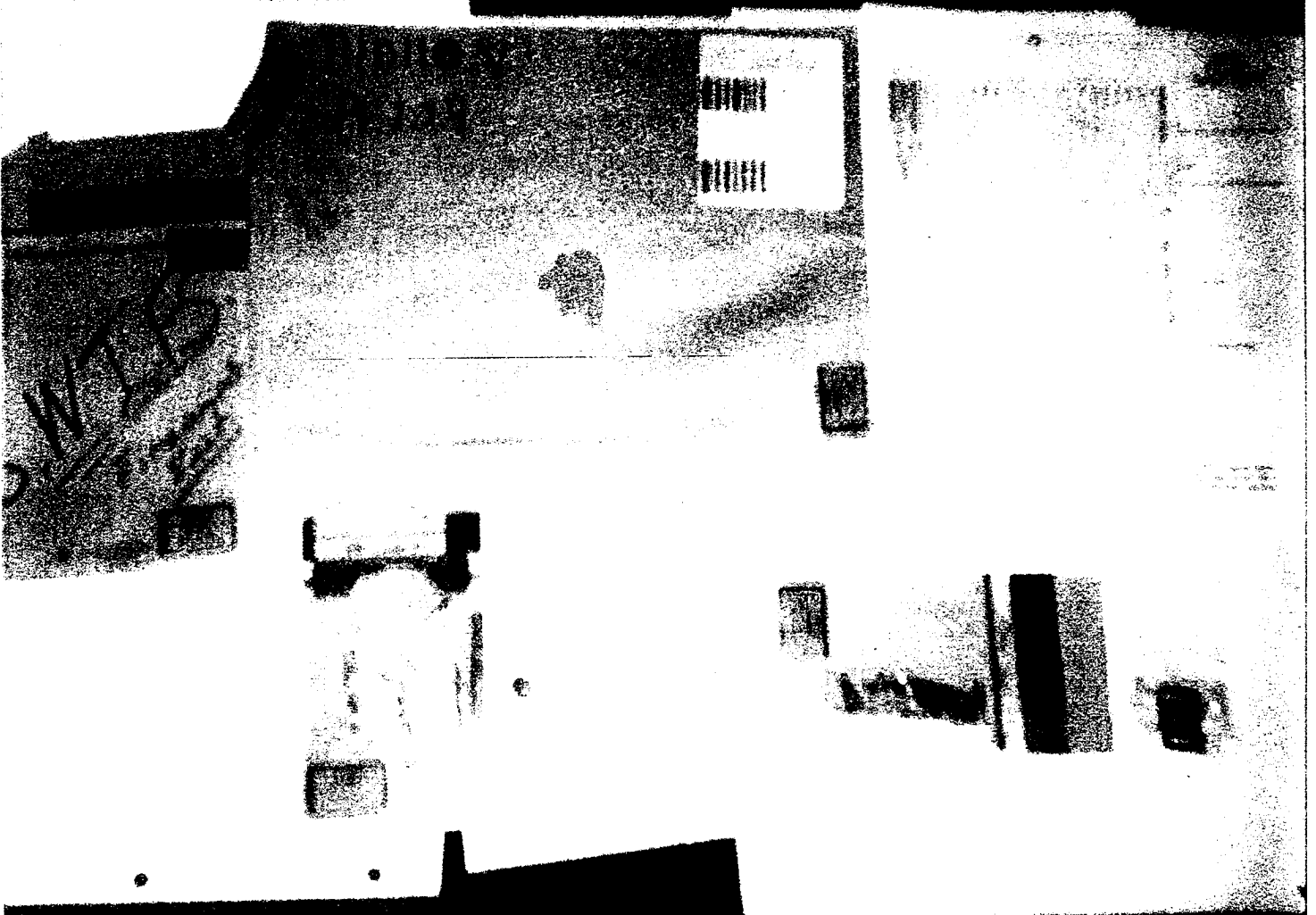








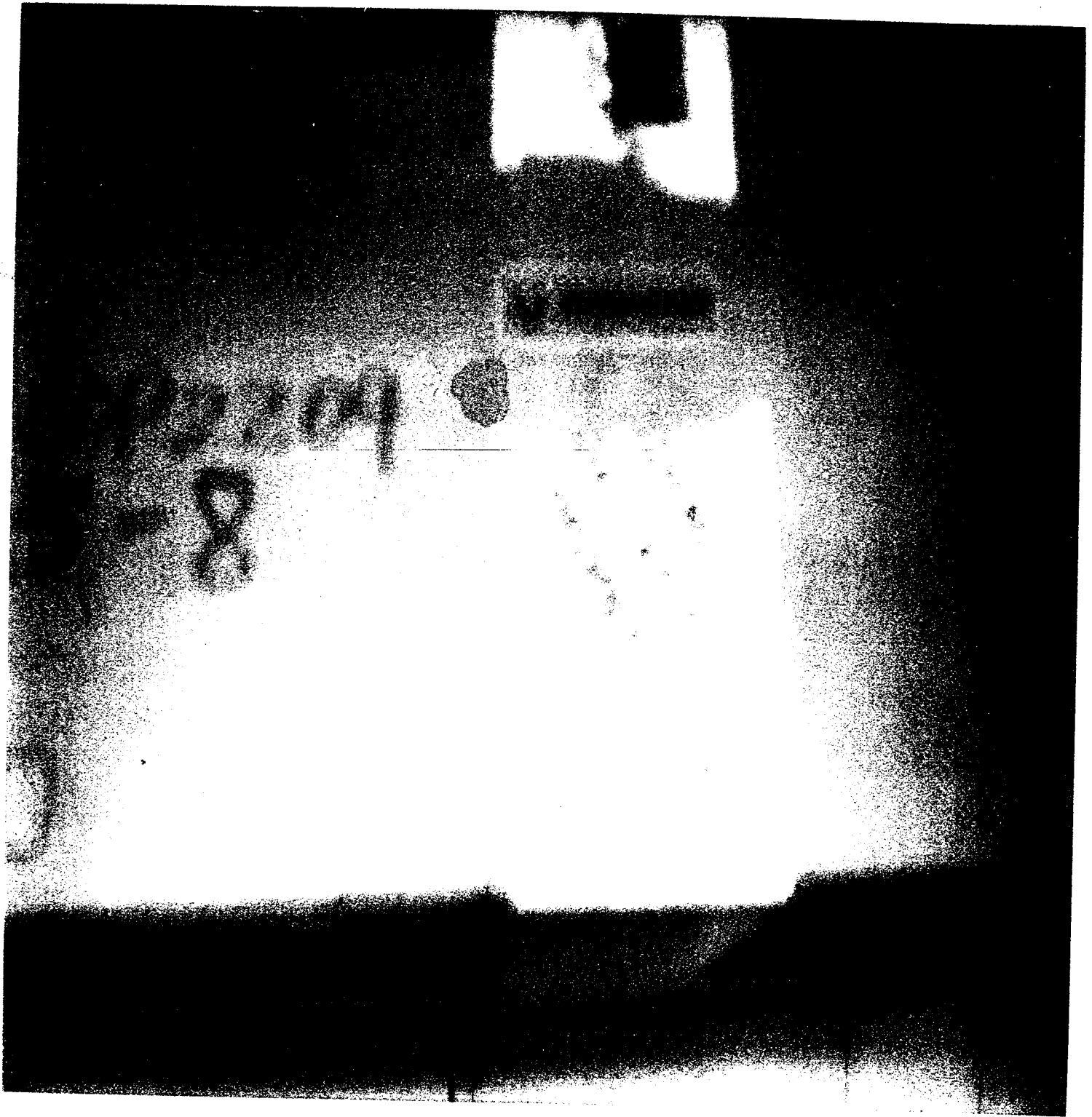




CASINGS w/ envelope  
SX57, 57a, 57b, 57c







SX58 - box

Evidence

Small White Paper

100% Cotton

100% Cotton

Reddish Brown Stain

11-9-80

G#

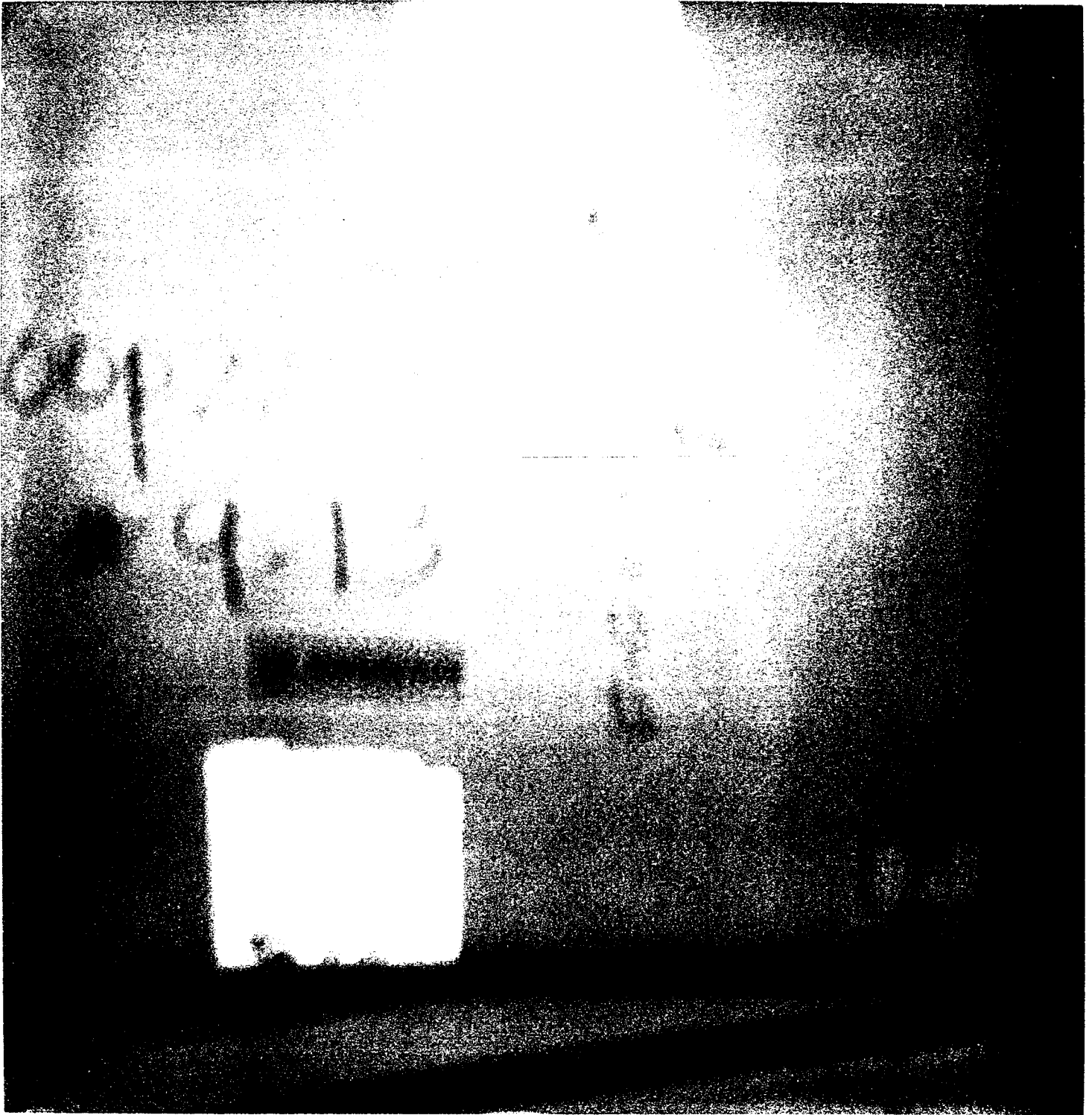
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EVIDENCE  
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5159 - Day



5159A - 59 bed cover (mattress)













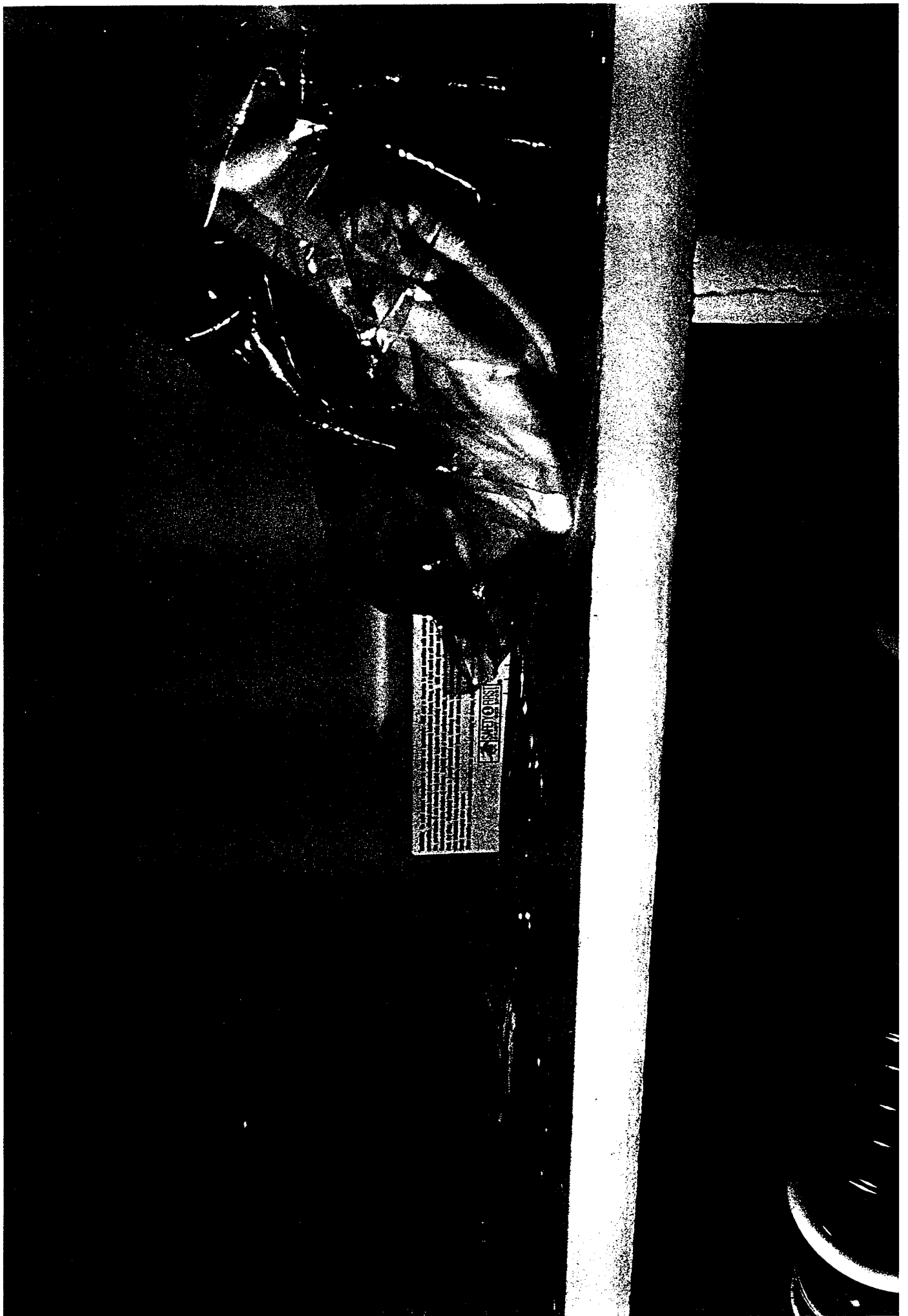
















**WINCHESTER.**  
**WINGCLEAN.**   
380 AUTO  
95 GR. BEB  
WC3801

 TARGET  
NAME



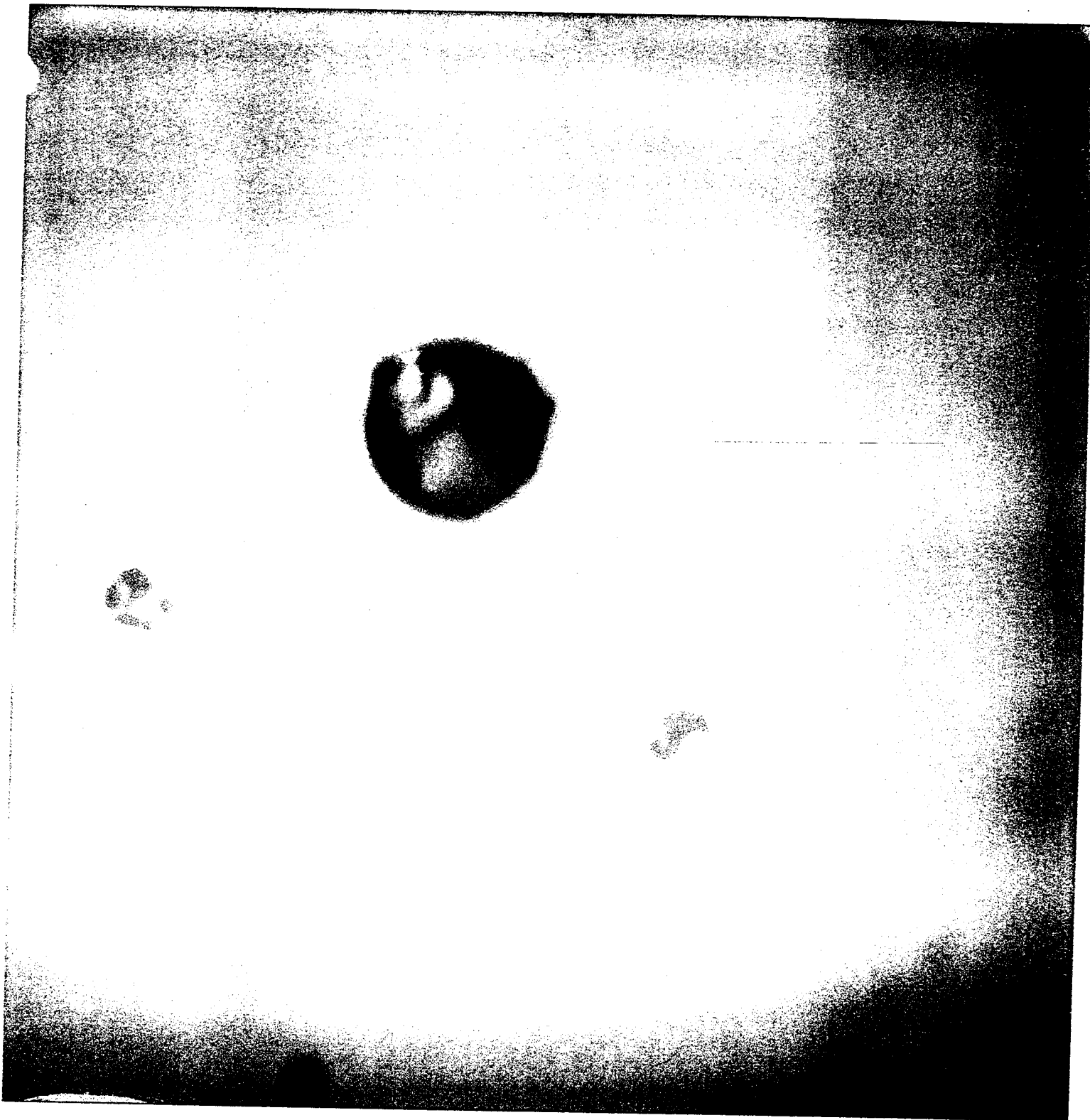




SX 68





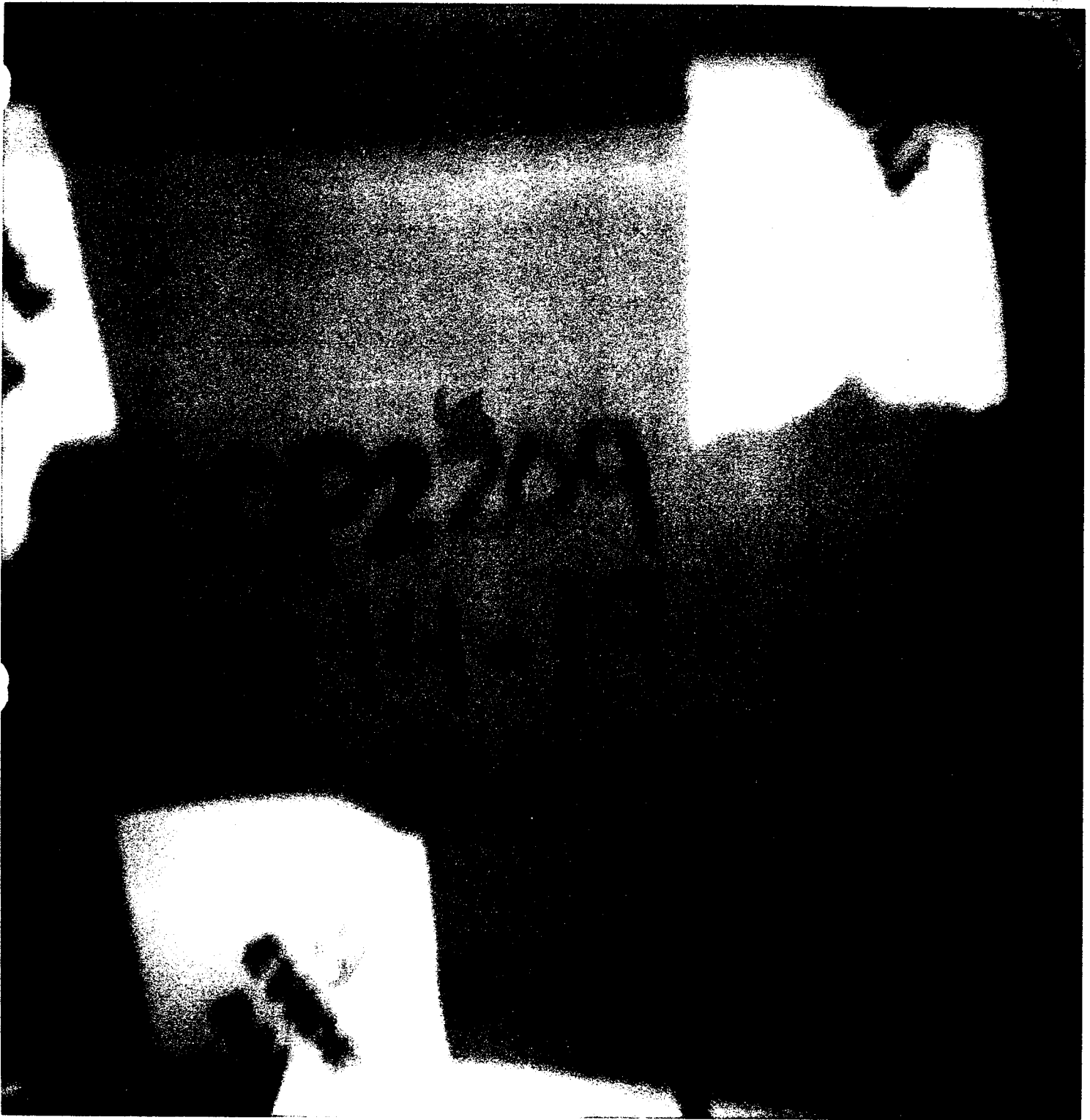


SX 69.





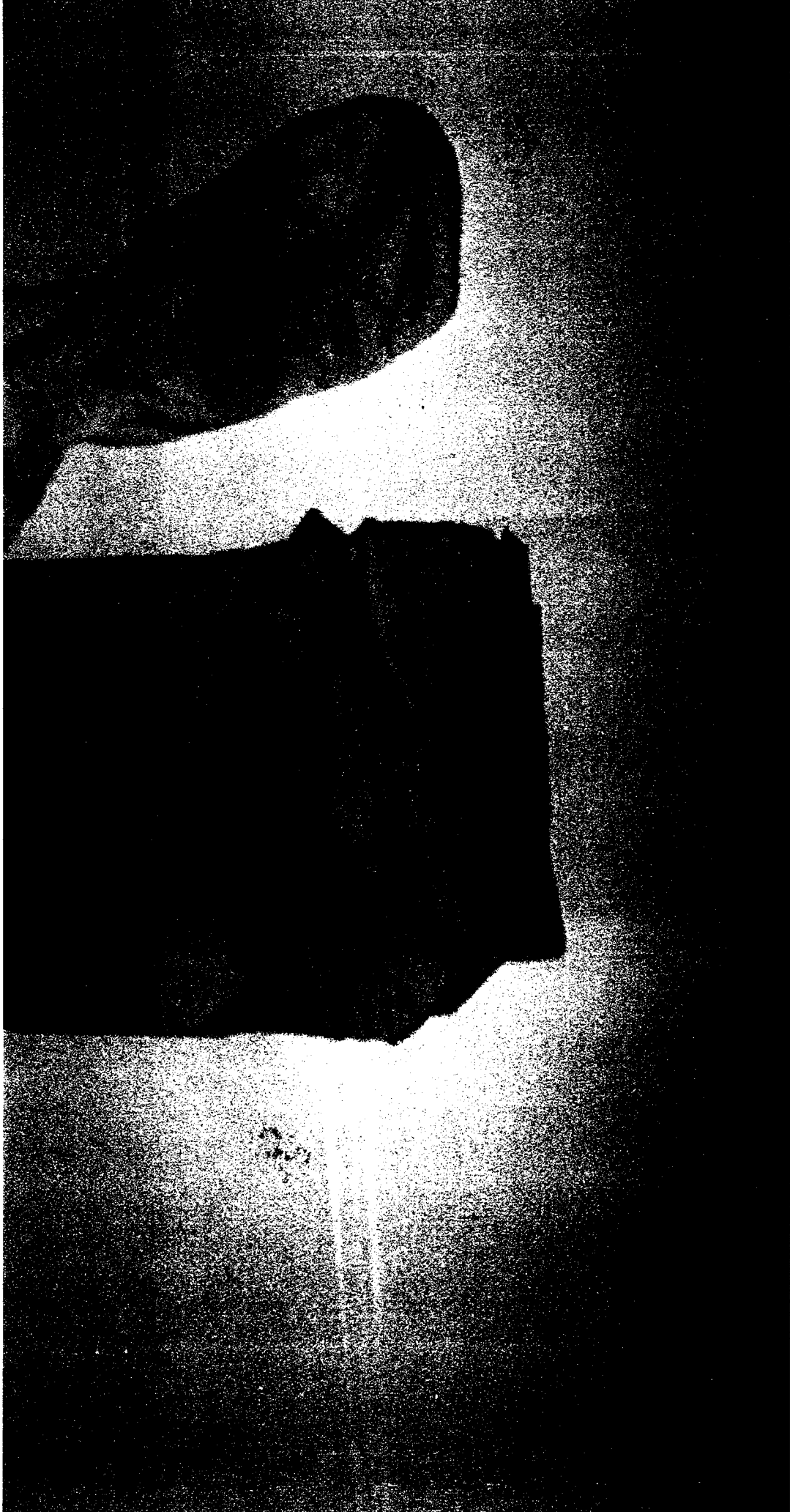


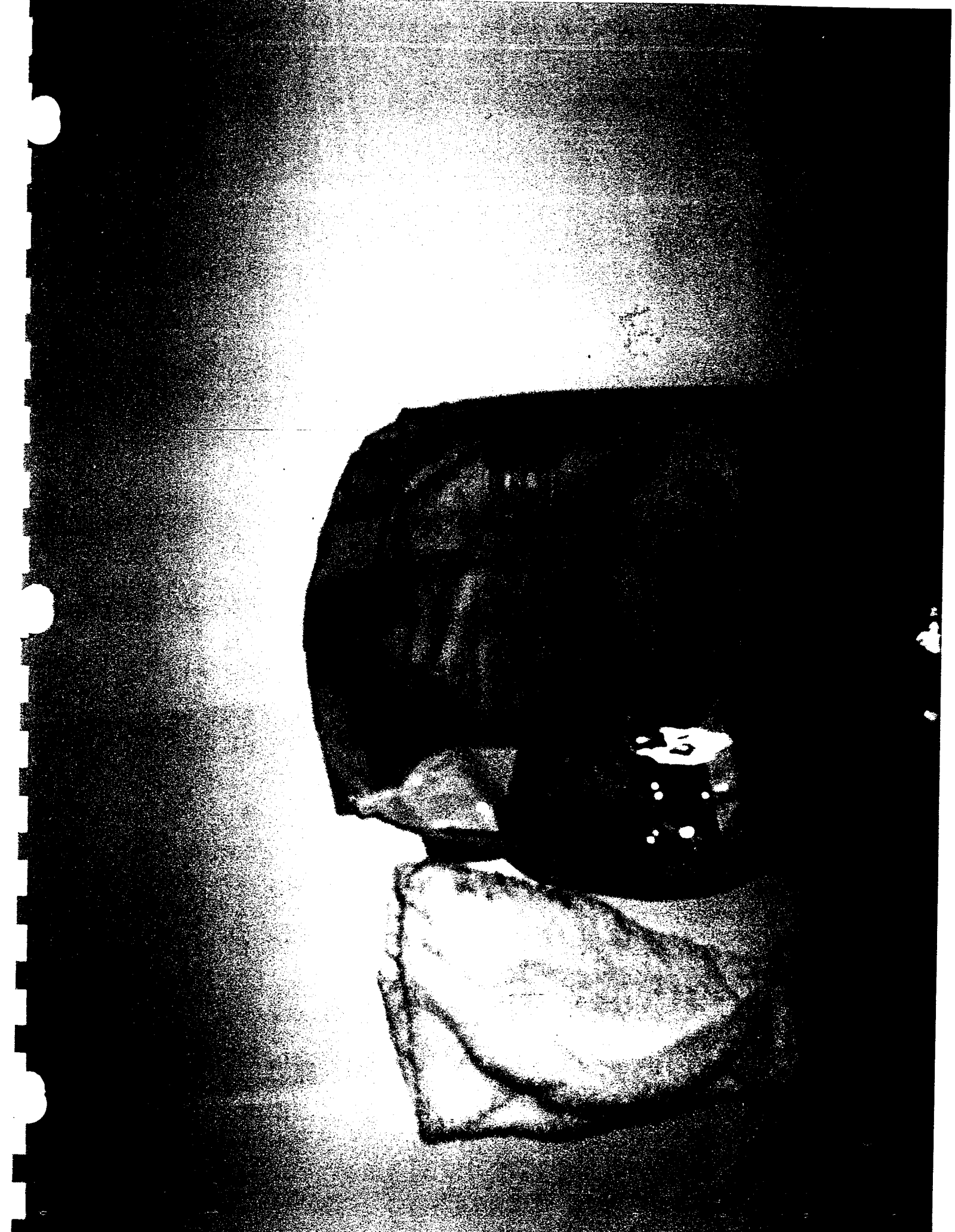


SX91 - box



SX 71a - jeans







Post  
photos  
Start

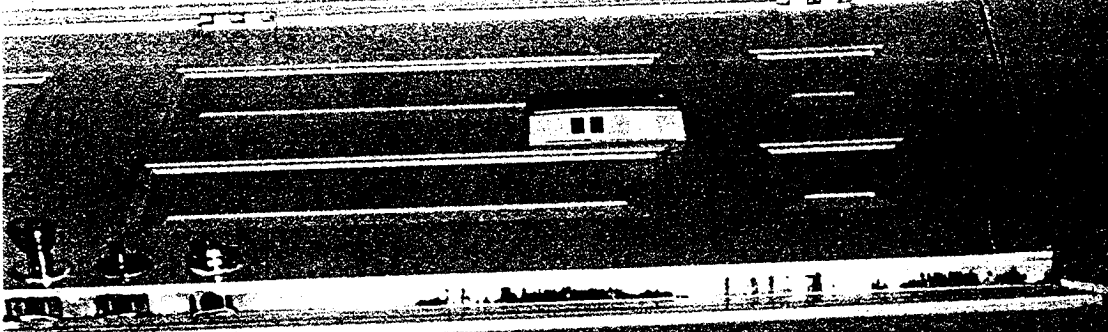
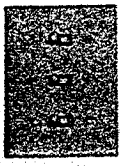




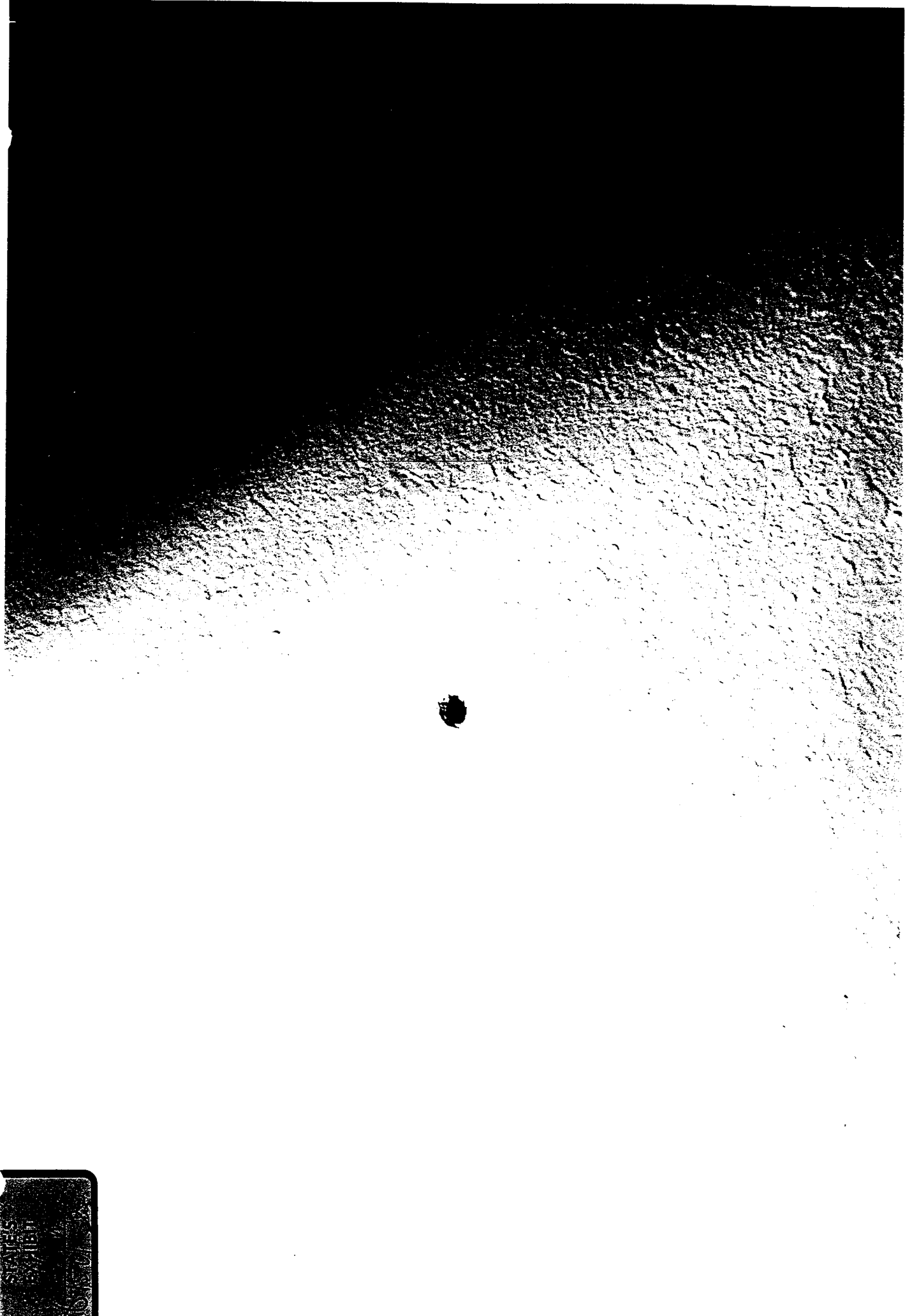




Year	Month	Day	Time	Location	Activity	Remarks
1968	Jan	1	0800	San Francisco	Departure	San Francisco
1968	Jan	2	0800	San Francisco	Departure	San Francisco
1968	Jan	3	0800	San Francisco	Departure	San Francisco
1968	Jan	4	0800	San Francisco	Departure	San Francisco
1968	Jan	5	0800	San Francisco	Departure	San Francisco
1968	Jan	6	0800	San Francisco	Departure	San Francisco
1968	Jan	7	0800	San Francisco	Departure	San Francisco
1968	Jan	8	0800	San Francisco	Departure	San Francisco
1968	Jan	9	0800	San Francisco	Departure	San Francisco
1968	Jan	10	0800	San Francisco	Departure	San Francisco
1968	Jan	11	0800	San Francisco	Departure	San Francisco
1968	Jan	12	0800	San Francisco	Departure	San Francisco
1968	Jan	13	0800	San Francisco	Departure	San Francisco
1968	Jan	14	0800	San Francisco	Departure	San Francisco
1968	Jan	15	0800	San Francisco	Departure	San Francisco
1968	Jan	16	0800	San Francisco	Departure	San Francisco
1968	Jan	17	0800	San Francisco	Departure	San Francisco
1968	Jan	18	0800	San Francisco	Departure	San Francisco
1968	Jan	19	0800	San Francisco	Departure	San Francisco
1968	Jan	20	0800	San Francisco	Departure	San Francisco
1968	Jan	21	0800	San Francisco	Departure	San Francisco
1968	Jan	22	0800	San Francisco	Departure	San Francisco
1968	Jan	23	0800	San Francisco	Departure	San Francisco
1968	Jan	24	0800	San Francisco	Departure	San Francisco
1968	Jan	25	0800	San Francisco	Departure	San Francisco
1968	Jan	26	0800	San Francisco	Departure	San Francisco
1968	Jan	27	0800	San Francisco	Departure	San Francisco
1968	Jan	28	0800	San Francisco	Departure	San Francisco
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1968	Jan	30	0800	San Francisco	Departure	San Francisco
1968	Jan	31	0800	San Francisco	Departure	San Francisco













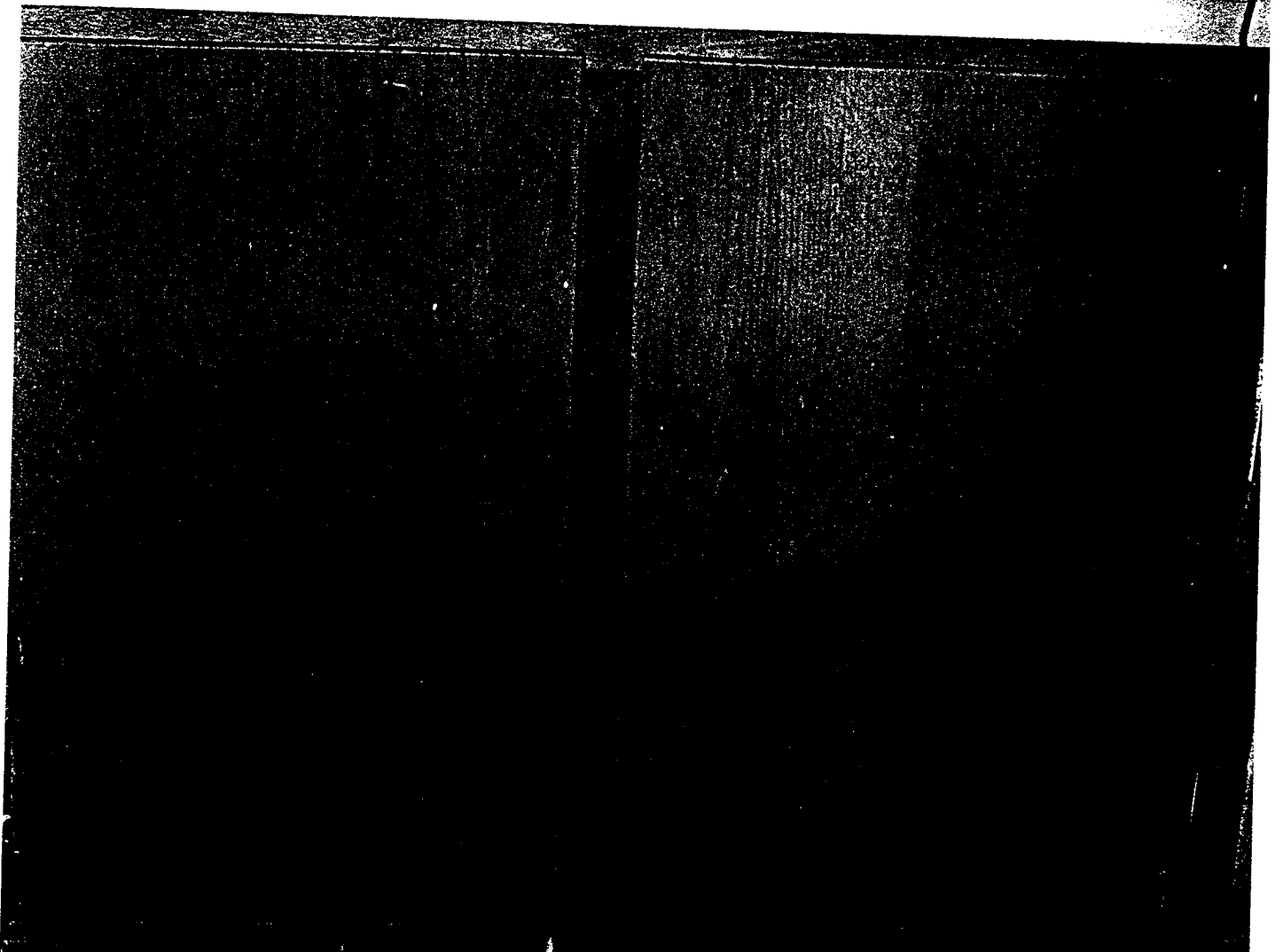


SX 76, 76a, 76c, 76d  
76c - cartridges - casing



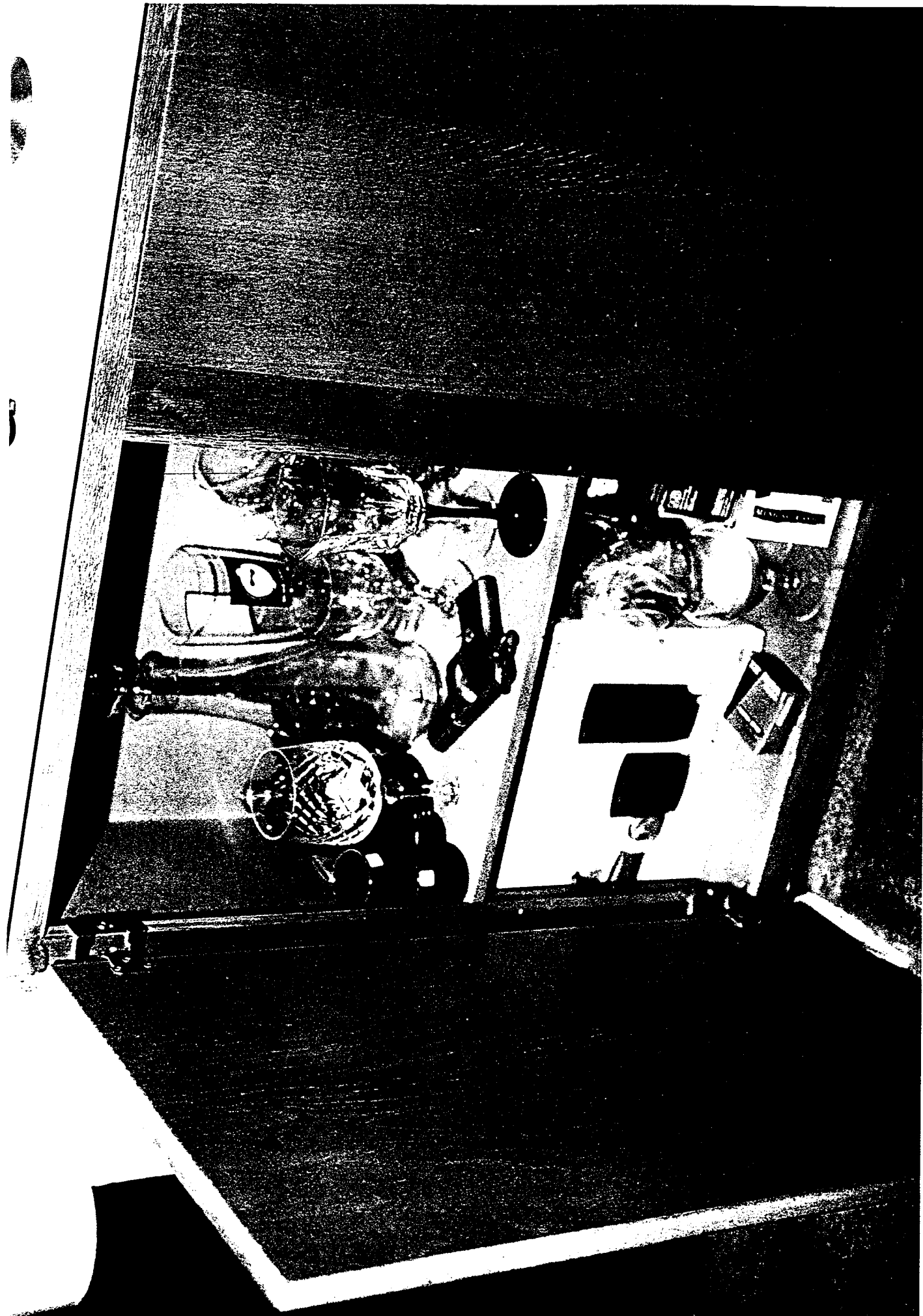


















12 Pc. Cobalt

















LT JRS



Ivan Abner Cantu  
DPP # 74052

LT JRS



A2

A-3

2579-7042-1

INDEXED









STATE USAGE  
REF SECOND

SUBMISSION APPROXIMATE CLASS

AMPUTATION

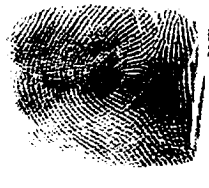
SCAR

LAST NAME FIRST NAME MIDDLE NAME SUFFIX

MOSQUEDA, James Edwin  
SOCIAL SECURITY NO. LEAVE BLANK

DECEASED

DATE OF BIRTH SEX RACE HEIGHT WEIGHT EYES HAIR  
01-23-1973 M LA 70 1/2 200 BRN BLK



11-5-00  
00000000  
MOSQUEDA



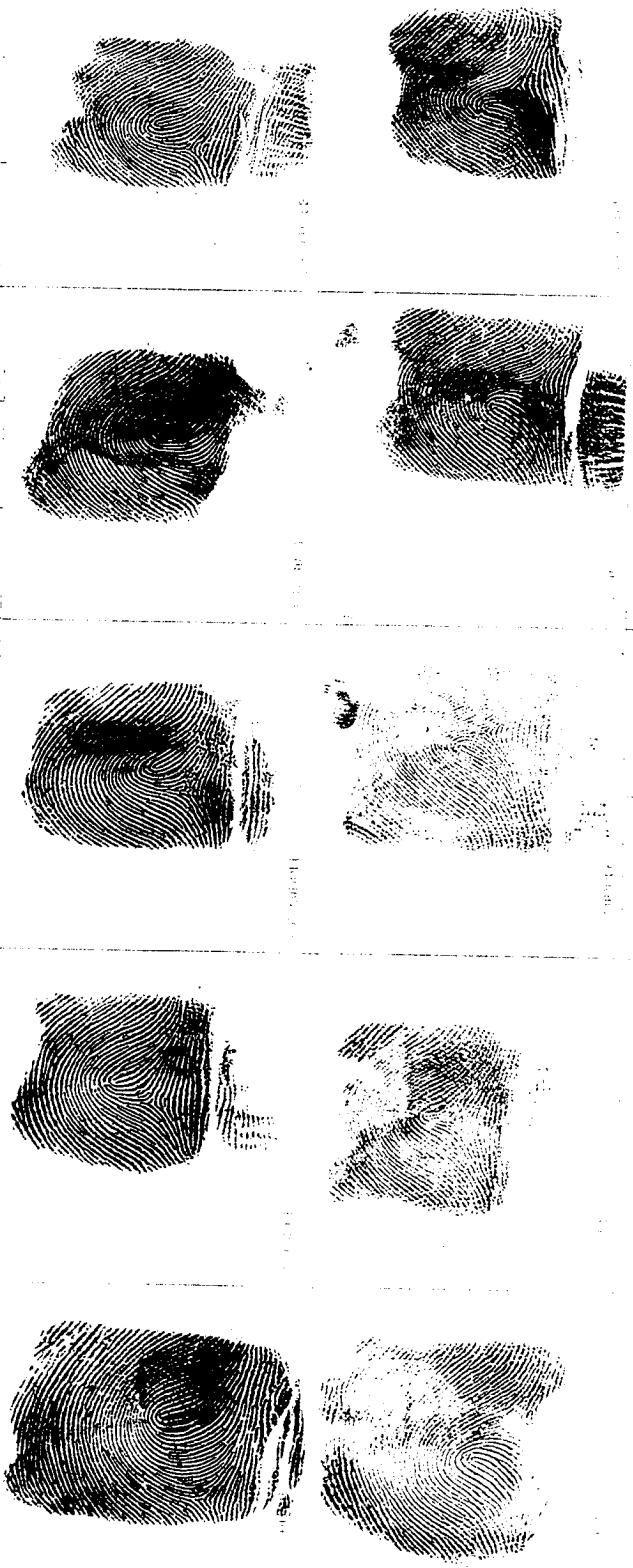
STATE USAGE  
OFF SECOND

SUBBANSUCH APPROXIMATE CLASS AMPLIFICATION SCAM  
LAST NAME, FIRST NAME, MIDDLE NAME, SUFFIX

MOSQUEDA, James Edwin  
SOCIAL SECURITY NO. LEAVE BLANK

DECEASED

DATE OF BIRTH SEX HEIGHT WEIGHT HAIR EYES MOOD  
01-23-1973 M LA 70 1/2 200 BRN BLK



00-5-00-00  
11-26-11-00  
11-26-11-00

CCME# 1162.00 Last 1162.00 First Wyn Middle Wyn Taken by Wyn Date 11-5-02 Age 11 Race W Sex M



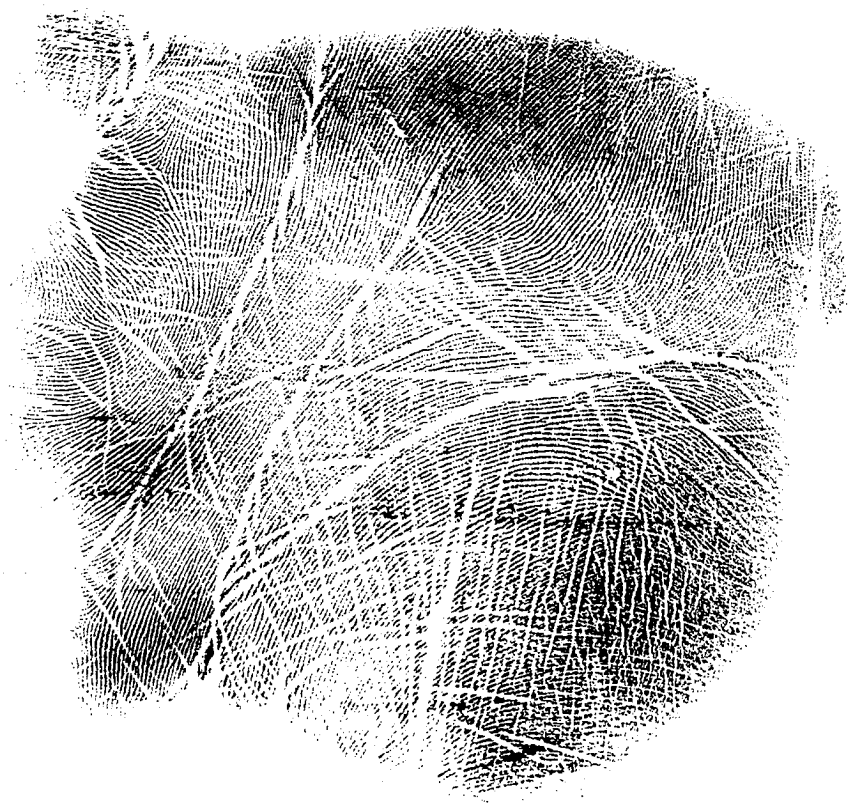
LEFT / RIGHT PAC

CCME# 1162.00 Last Y First W Middle W Taken by W Date 11-5-00 Age      Race      Sex     



LEFT/~~RIGHT~~ PALM

CCME# 116200 Taken by MSA Date 11-5-00  
Last MSA First MSA Middle MSA Age MSA Race MSA Sex MSA



LEFT/RIGHT PA

Last

First

Middle

Age

Race

Sex

CCME#

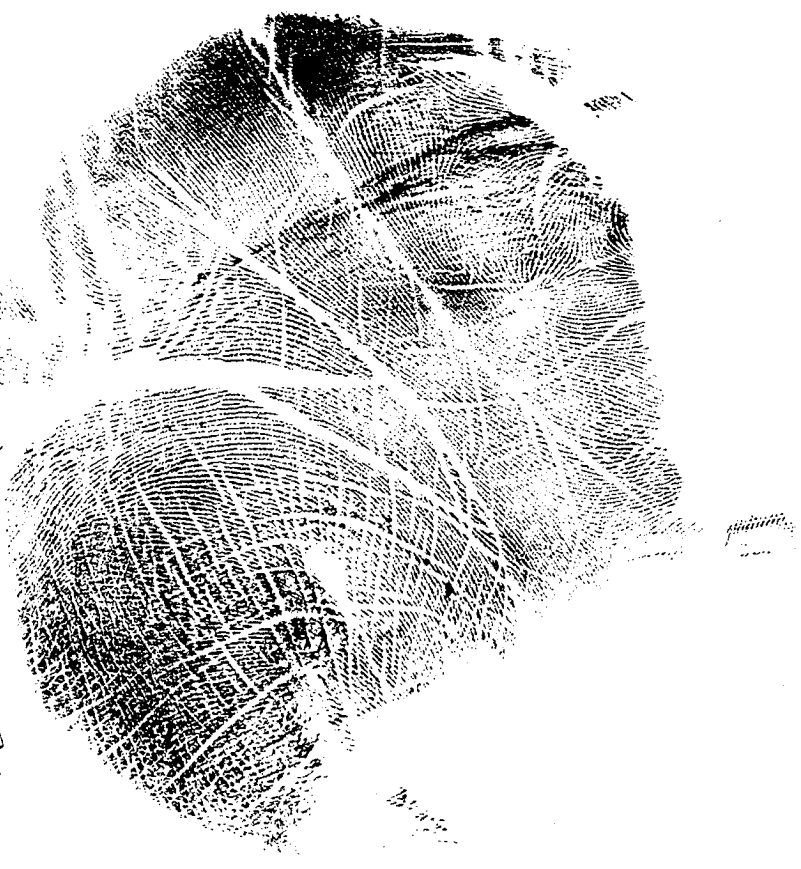
1162-02

Taken by

WMB

Date

11-5-02



LEFT/RIGHT

WMB



STATE USAGE  
REF. SEC. 10

SUBMISSION APPROXIMATE CLASS AMPUTATION SCAR

LAST NAME, FIRST NAME, MIDDLE NAME, SUFFIX

KITCHEN, Amy Michelle  
LEAVE BLANK

SOCIAL SECURITY NO.

DECEASED

DATE OF BIRTH

12-2-1977

SEX

F

HAIR

BRN

EYES

BLU

COMPL.

BLD  
DK  
ROOTS



STATE USAGE  
LEFT SCORDED

SUBMISSION APPROXIMATE CLASS SCAR

APPROXIMATE CLASS SCAR  
LAST NAME, FIRST NAME, MIDDLE NAME, SUFFIX

KITCHEN, Amy Michelle

SOCIAL SECURITY (RS)  
LEAVE BLANK

DECEASED

DATE OF BIRTH G4A G40 FY

12-2-1977

SEX

F

RACE

W

HEIGHT IN

66 1/2

WEIGHT

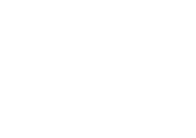
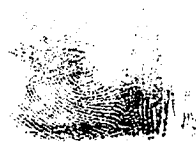
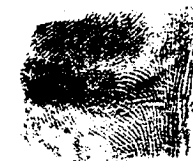
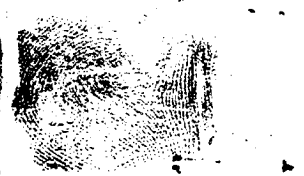
139

HAIR

BLD

EYES

BLU



HAIR  
BLD  
DK  
ROOTS



NAME ALLEN MI KEIE 44 W F  
Last First Middle Age Race Sex  
CCME# 116300 Taken by WJ Date 11.5.00



LEFT/RIGHT PACM



NAME KITCHEN Amy Michelle Last First Middle  
Age 22 Race W Sex F  
CCME# 1163.00 Taken by LMR Date 11-5-06



LEFT/RIGHT PA LM







20F3  
 OFFENSE: Murder SERVICE#: 863688-J BEAT 615  
 LOCATION: 18663 Gibbons Dr. DATE: 11/9/2000  
 COMPLAINANT: Mosquarda, James

COLLECTED FP  PALM  EXAMINED BY: FS 6315

SUSPECT INFORMATION  
 OPD/OTHER# 746052 1 2 3 4 5 6 7 8 9 10  
 IDENTIFIED AS: Ivan Akbar Cantu PALMS R L  
 IDENTIFIED BY: P. Genovee # 4924 VERIFIED BY: S. Ogan # 5033  
VRS 3665

AFIS INFORMATION

	DATE	BADGE	PCN	DPS KEY #
A1	11-8-00	3734	08-79-7978-5	79-368805
A2	11-8-00	3734	08-79-7979-1	79-368804
A3				
A4				

LI  LRI  LR  LRI2   
 LI  LRI  LR  LRI2   
 LI  LRI  LR  LRI2   
 LI  LRI  LR  LRI2

DPD-05317 REV. 9/97

26

79-368801  
 368802





ADMITTED



COMP: Mosqueda, James

LOCATION: 18663 Gibbons

SERVICE #: 863688-J

BEAT

DATE: 11/9/2000

OFFENSE: Murder

LIFTED BY: JH BADGE #: 6315

OUTSIDE FRONT  
DOOR JUST ABOVE  
DEADBOLT



COMP: Mosqueda, James

LOCATION: 18663 Gibbons

SERVICE #: 863688-J

BEAT

DATE: 11/9/2000

OFFENSE: Murder

LIFTED BY: [Signature] BADGE #: 6315

METAL TRASH

(AW LID)



STATE'S  
EXHIBIT

94



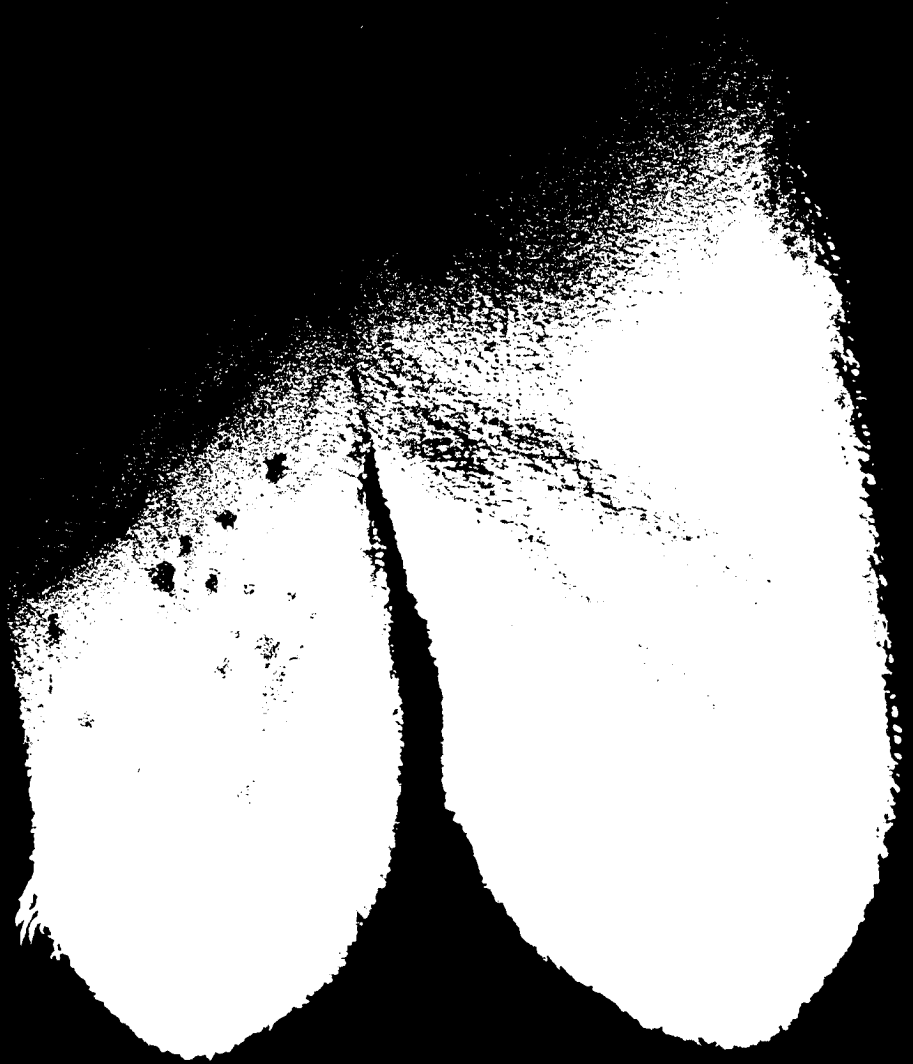
STATES  
EXHIBIT

95





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1000

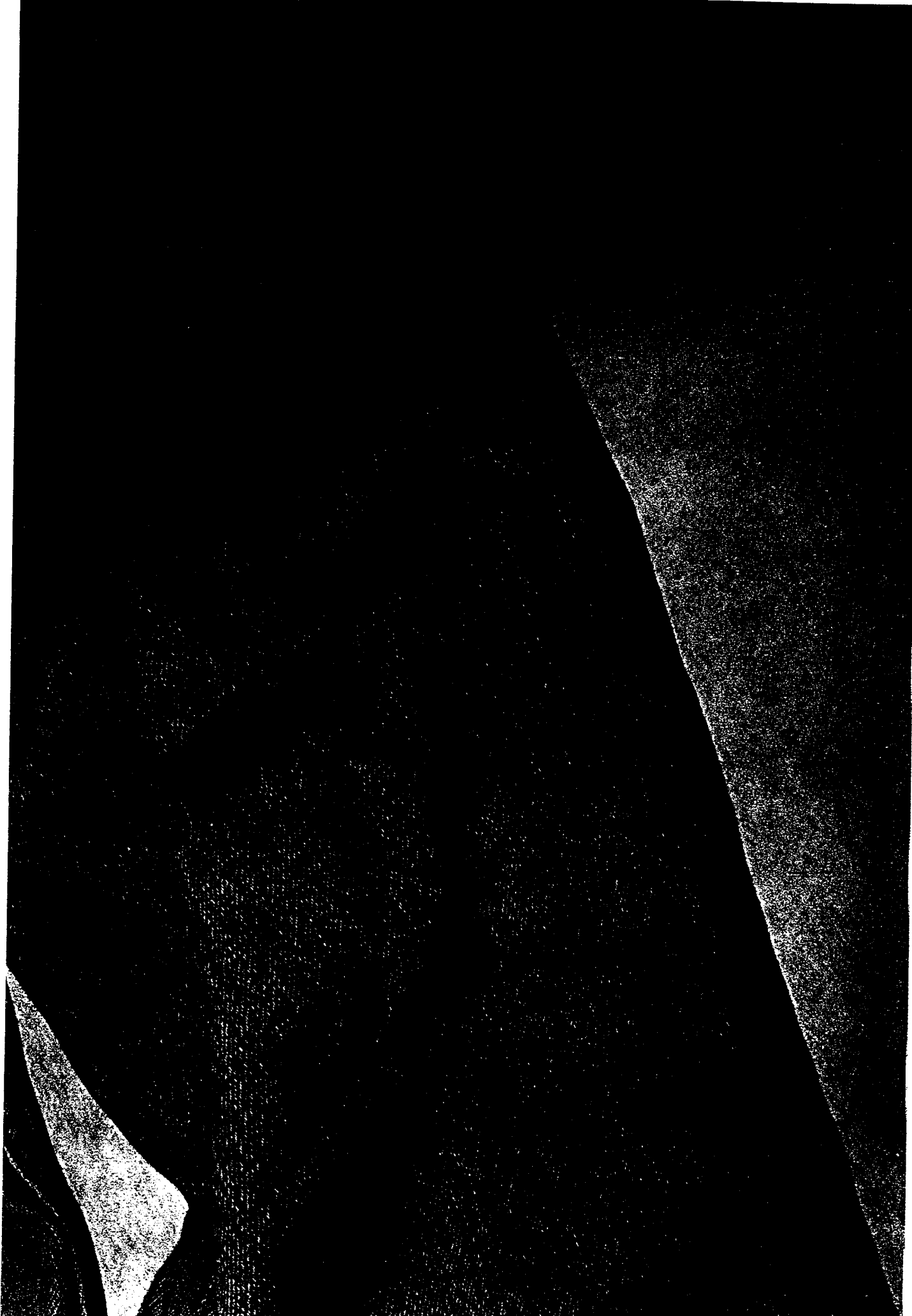




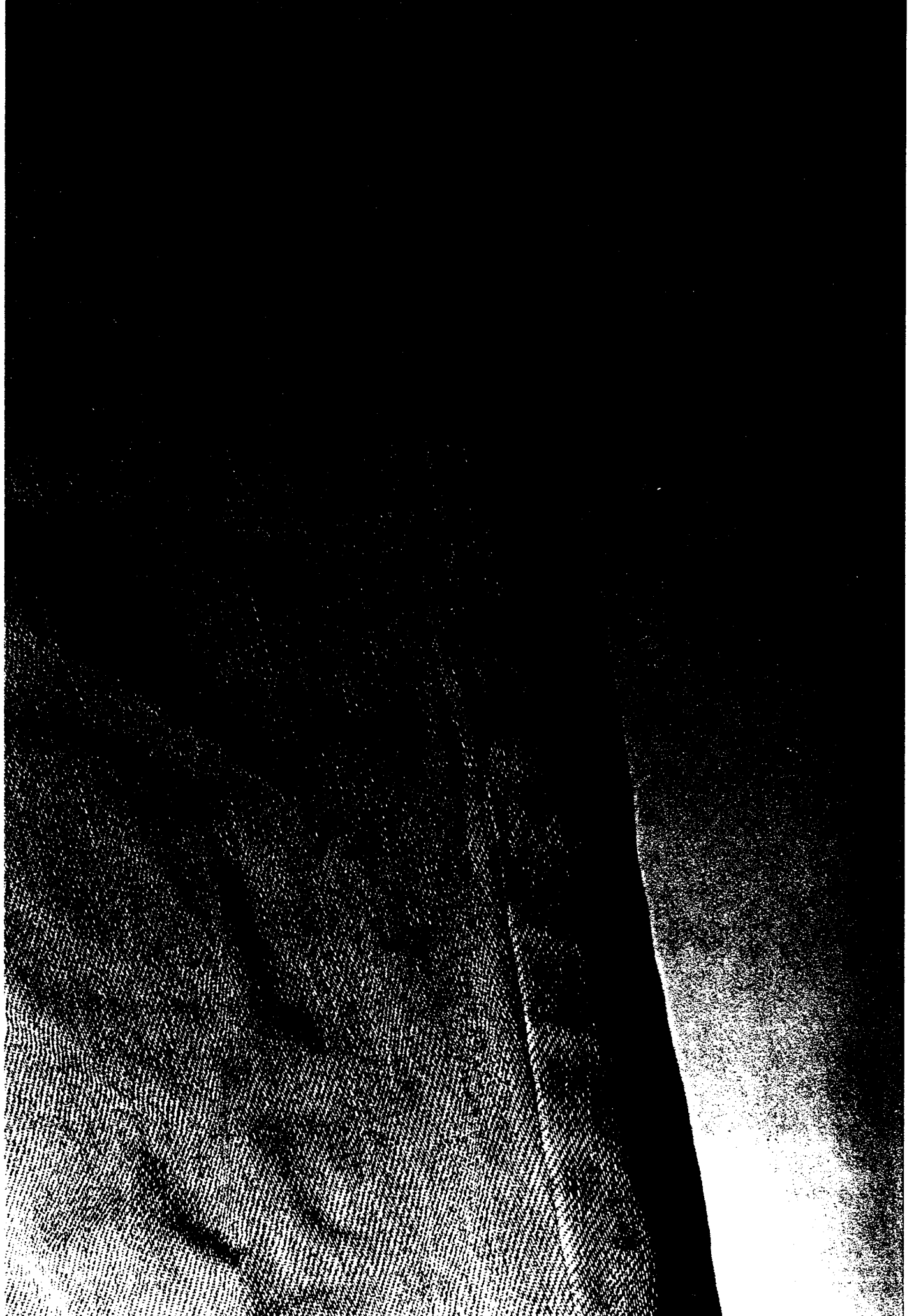
PENGAD-Bayonne, N. J.

STATES  
EXHIBIT  
97



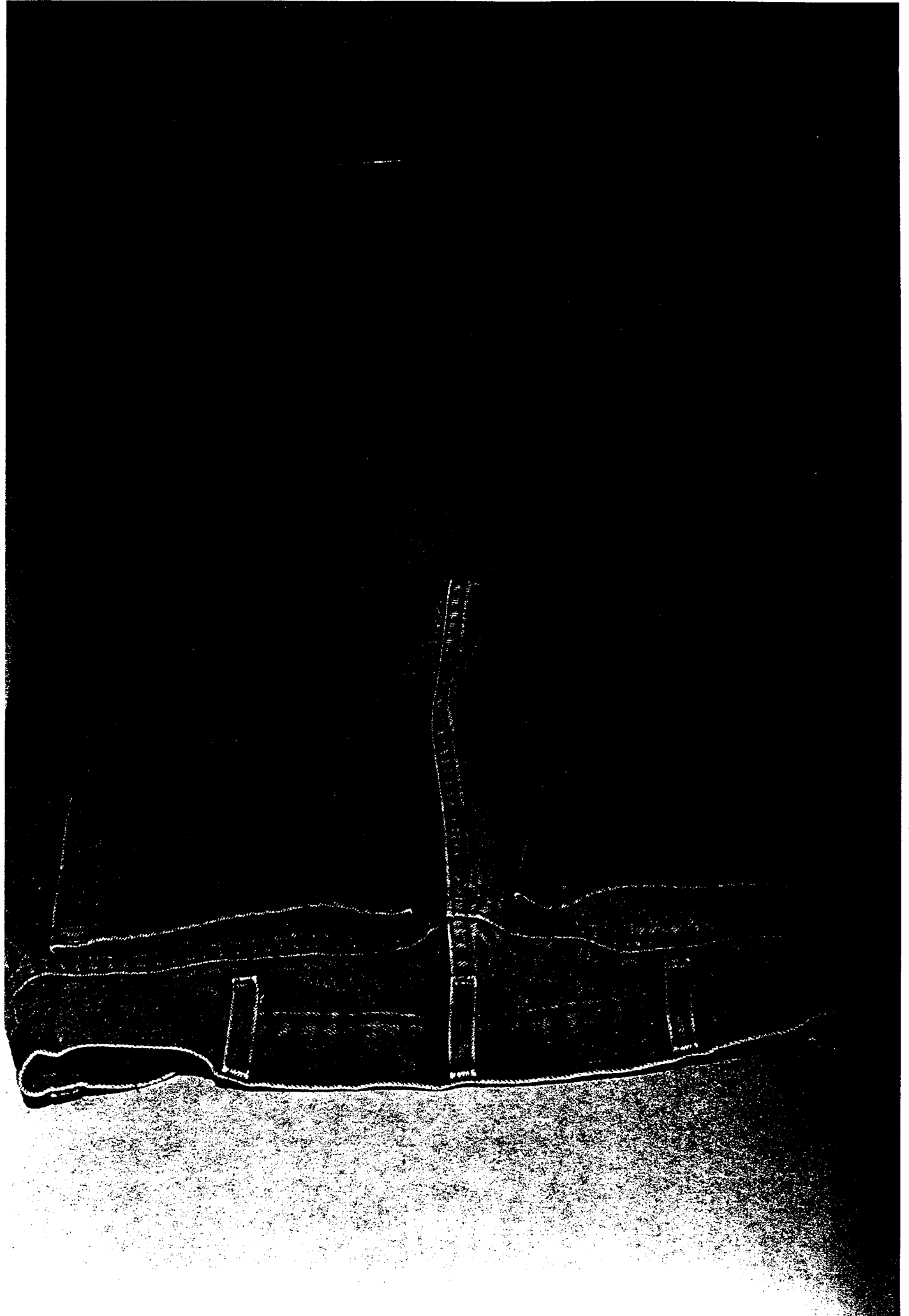




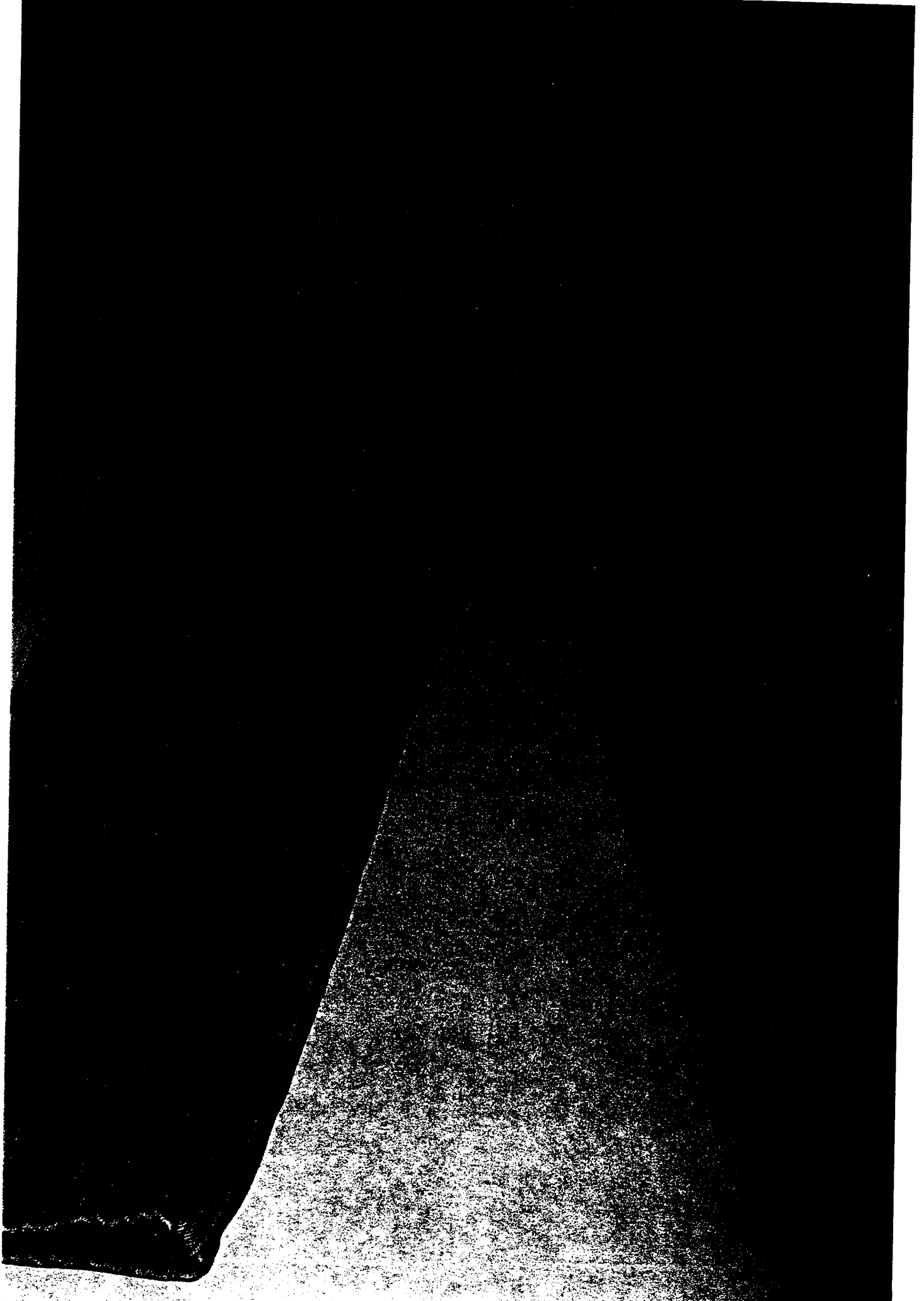














# RECEIPT

DATE 11/3/00 **ADMIN** No. **589207**

FROM ERIC HERMANBERG **\$850.00**

Eight hundred & fifty DOLLARS

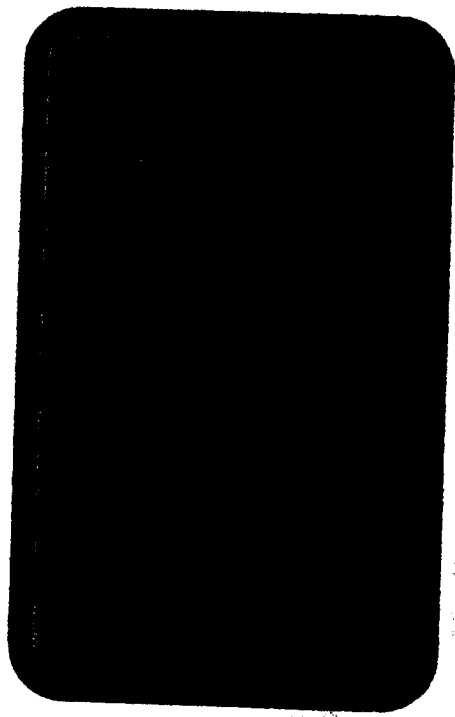
FOR RENT 2829 W 12th Street

FOR

ACCT.	
PAID	<u>850.00</u>
DUE	<u>0</u>

CASH  
 CHECK  
 MONEY ORDER

FROM James Hermanberg  
BY Eric Hermanberg









# RESIDENTIAL LEASE



PARTIES: THIS LEASE made this 11<sup>th</sup> day of September, 2000, by and between James J. [Signature] ("LANDLORD") acting through NA ("REALTOR"), and ERIC HERNANDEZ ("TENANT").

PREMISES: LANDLORD leases to TENANT and TENANT leases from LANDLORD, the property with improvements hereon, and furniture (if any) as shown on attached Schedule A, described as the property situated in the City of DALLS County of DALLS State of Texas, commonly known as (Street Address) 2829 W 12<sup>th</sup> Street ("PREMISES.")

TERM: This lease shall commence on the 15<sup>th</sup> day of September, 2000, for a period of 1 year unless sooner terminated according to the provisions hereof.

RENTAL: TENANT shall promptly pay as monthly rental hereunder the sum of \$ 850.00 payable to LANDLORD/REALTOR\* at (Street Address) 17000 DALLS PLANT #115 DALLS, TX 75248 (County) DALLS, Texas in advance on or before the 1<sup>st</sup> day of each calendar month during the period of this LEASE. If all rent due is not paid on or before the 1<sup>st</sup> of the month, TENANT agrees to pay a late charge of \$ 25 plus an additional late charge of \$ 5 per day thereafter until paid in full. TENANT agrees to pay a \$ 25 charge for each returned check, plus late payment charges.

SECURITY DEPOSIT: RECEIPT is hereby acknowledged of \$ 850 as a security deposit for the faithful performance of all the terms and conditions of this LEASE. Under no circumstances is the said security deposit to be construed as rent, and TENANT shall not be entitled to any interest on same. LANDLORD/REALTOR\* is authorized to place security deposit in an interest bearing account with interest accruing to LANDLORD/REALTOR\*. The security deposit will be returned to TENANT only upon the occurrence of all the following conditions: (a) payment of all rent due; (b) the vacating of the PREMISES in clean condition; (c) return of all keys to LANDLORD/REALTOR\*; (d) removal of abandoned articles; and (e) upon furnishing a forwarding address to LANDLORD/REALTOR\*. Deductions from the security deposit shall be made for any damages done to the PREMISES, normal wear and tear excepted, including, but not limited to, insufficient light bulbs, scratches, burns, stains, holes in walls, as well as damages to personal property, if any. After the above conditions have been complied with by TENANT, LANDLORD/REALTOR\* shall forward the balance of the security deposit remaining after all of the aforesaid deductions, to TENANT'S forwarding address, along with an itemized accounting of any charges or damages or other sums owed by TENANT, no later than thirty (30) days after the termination of this LEASE.

TENANT shall not withhold payment of the last month's rental or any portion thereof on grounds that the security deposit serves as security for the unpaid rental.

TENANT agrees to give LANDLORD/REALTOR\* thirty (30) days advance written notice of vacating PREMISES, and failure to do so shall constitute the forfeiture of the security deposit herein.

ABANDONED ARTICLES: All articles left in or upon the PREMISES by the TENANT upon termination of the LEASE for any reason shall be disposed of by the LANDLORD/REALTOR\* as becomes necessary and in a manner as LANDLORD/REALTOR\* may see fit and proper, and without recourse by the TENANT. The LANDLORD/REALTOR\* herein is further given the right to use the TENANT'S security deposit to cover the LANDLORDS/REALTOR'S\* expenses in disposing of the TENANT'S articles.

HOLDOVER: Unless another lease is signed by the parties or unless written notice of termination is given by either party thirty (30) days prior to the expiration date hereof, this lease shall be automatically renewed on a month to month basis at a \$ 850 rental per month. After expiration of the original term hereof, thirty (30) days advance written notice is required by either party for termination.

NOTICE REQUIREMENTS: Any notice required hereunder shall be given by personal delivery or regular mail at LANDLORD'S/REALTOR'S\* address or the address of the leased PREMISES.

FAILURE TO OCCUPY: If TENANT fails to occupy PREMISES in accordance with this LEASE, all deposits hereunder shall be automatically forfeited.

CARE AND MAINTENANCE OF PREMISES: TENANT accepts the PREMISES in its present condition and agrees to take good care of the PREMISES and to make no alterations, additions, repairs or improvements without the prior written consent of LANDLORD/REALTOR\*. TENANT agrees to report promptly, in writing, to LANDLORD/REALTOR\* when any portion of the PREMISES is out of repair, and to promptly reimburse LANDLORD/REALTOR\* for any damage to the PREMISES or furnishings thereof caused by the negligence, misuse, or any other occurrence attributable to TENANT, TENANT'S agents, family or guests. TENANT further agrees to be responsible for, at TENANT'S expense, stoppage of sewer facilities chargeable to TENANT'S use of same and for broken water pipes due to freezing if a water cut-off has been provided. TENANT also agrees to be responsible for ordinary maintenance such as fixing leaking faucets, timely changing of air conditioner filters, repairing damaged air conditioners due to lack of filters or clogged filters, watering and maintaining the yard, shrubs, etc., and keeping same comparable to other lawns in the neighborhood.

EQUIPMENT: Any electrical or mechanical equipment which is a part of the PREMISES, including dishwashers, garbage disposers, automatic range and ovens, refrigerators and freezing units, attic fans, heating and air conditioning equipment, automatic clothes washers and dryers, swimming pools and equipment, and automatic lawn sprinkling equipment, will be delivered by the LANDLORD in good operating order. It is expressly understood that TENANT will properly operate, service, and maintain all such equipment and surrender same in good operating order at the termination of this LEASE. Any service, maintenance, or repair for other than worn out parts or equipment will be at the TENANT'S expense.

UTILITIES: Unless otherwise mentioned herein, all utilities used in or about PREMISES shall be paid by TENANT.

OCCUPANCY: The PREMISES shall be used only as a private residence and as a single family dwelling unit, and for no other purpose, with the number of adults and children residing therein not to exceed 5. Neither the whole of the PREMISES, nor any portion thereof, shall be assigned or sublet by TENANT to any other person without the prior written consent of LANDLORD/REALTOR\*. TENANT accepts existing locks as safe and acceptable. In the event TENANT changes or adds locks or security devices, keys or access shall be furnished to LANDLORD/REALTOR\*.

No pets shall be kept on the PREMISES except as authorized by special provisions below.

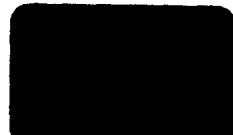
NUISANCE CLAUSE: TENANT and the family and guests of TENANT shall fully comply with all federal, state, municipal and other laws and ordinances, and shall not commit any act which is a nuisance or annoyance to the neighborhood.

LIABILITY OF LANDLORD/REALTOR\*: The LANDLORD/REALTOR\* shall not be liable to TENANT or TENANT'S invitees, family, employees, agents or servants for any personal injuries or damage to personal property caused by defects, disrepair or faulty construction of the PREMISES. TENANT hereby agrees to indemnify and hold harmless the LANDLORD/REALTOR\* from and against any and all claims for damages to PREMISES or personal injury arising from TENANT'S use of PREMISES, or from any activity, work or thing done, permitted or suffered by TENANT in or about the PREMISES. If in LANDLORD'S judgment, there is substantial damage to the PREMISES, LANDLORD/REALTOR\* may terminate this LEASE by giving written notice to TENANT and the rent shall be prorated and the balance refunded to TENANT, less lawful deductions.

*Eric Hernandez*

9-12-2000

CR 88-001 (3-7-01)



ADMITTED

The LANDLORD/REALTOR\* shall not be liable for personal injuries or property damage or loss from theft, vandalism, fire, water, hurricane, rain, explosion, or other causes whatsoever, unless the same is due to the negligence or fault of LANDLORD or REALTOR\*. LANDLORD/REALTOR\* shall have no duty to furnish smoke detectors except as required by statute. When smoke detectors are furnished, LANDLORD/REALTOR\* shall test same and provide initial batteries at LEASE commencement; thereafter TENANT shall pay for and replace smoke detector batteries, if any, as needed.

TENANT'S INSURANCE: TENANT is hereby notified that that LANDLORDS/REALTORS\* insurance does not insure TENANT against loss of personal property on the PREMISES due to fire, theft, vandalism or other causes. TENANT is responsible for insurance on TENANT'S own property for fire and casualty loss and for TENANT'S family for liability insurance coverage.

CONTRACTUAL LIEN: TENANT does, by the execution of this Residential Lease, grant to LANDLORD/REALTOR\* an express contract lien and security interest upon all fixtures, goods and property of the TENANT now or hereafter placed in or upon the PREMISES in order to secure the prompt payment of rent herein provided, and the full compliance by TENANT of all agreements and covenants hereunder. This contract lien shall be in addition to such statutory liens as LANDLORD/REALTOR\* may have under and by virtue of the laws of the State of Texas, as presently existing or as may be amended. In order to exercise contractual or statutory lien rights when TENANT is in default hereunder, LANDLORD/REALTOR\* may peacefully enter the PREMISES and remove and store all property therein, except property exempt by statute, provided, however, TENANT must be present or written notice of entry must be left afterward.

DEFAULT: In the event the TENANT shall default in the prompt payment of rent when same is due, or fail to perform any of the provisions of this LEASE, or in the event the TENANT shall abandon the PREMISES, or leave them vacant, LANDLORD/REALTOR\*, without further notice, may re-enter the PREMISES by summary proceedings, or by force, without being liable for prosecution therefor. LANDLORD/REALTOR\* may also take possession of said PREMISES, and remove all persons or property therefrom, and may elect to either cancel this LEASE, or to relet the PREMISES and receive the rent therefor. Such rent shall be applied first to the expenses incurred by LANDLORD/REALTOR\* in entering and reletting, and then to the payment due under this LEASE. TENANT shall remain liable for any deficiency in the total amount due under said LEASE. TENANT'S absence from the PREMISES for three (3) consecutive days while all or any portion of rent is delinquent, shall be deemed an abandonment of the PREMISES. If TENANT otherwise violates the terms of this LEASE, LANDLORD/REALTOR\* may terminate TENANT'S right of occupancy by giving three days' notice in writing. LANDLORD/REALTOR\* shall specifically have the right to institute and maintain the statutory suit of Forcible Entry and Detainer in the proper Court, and obtain a writ for possession thereby. In addition to all other remedies provided herein, TENANT agrees to compensate LANDLORD/REALTOR\* for all reasonable expenses necessary to enforce this LEASE and to collect the rental or damages for breach of this LEASE, including, but not limited to, all court costs and reasonable attorney's fees incurred in connection therewith.

INSPECTION: LANDLORD/REALTOR\* shall have the right to enter the PREMISES at all reasonable hours to examine same or to make repairs and to show the PREMISES to prospective tenants or purchasers.

NO WARRANTY OF HABITABILITY: LANDLORD and REALTOR\* hereby disclaim any Warranty of Habitability covering the PREMISES and TENANT hereby knowingly, voluntarily and for consideration waives any such warranty of habitability, it being expressly agreed and understood that TENANT has inspected the PREMISES and has accepted it "AS IS" in its present condition as habitable, fit for living and suitable for TENANT'S purposes. TENANT expressly further agrees that LANDLORD/REALTOR\* shall have no duty or obligation whatsoever, unless otherwise specified herein, to make any subsequent repairs to the PREMISES, or any part thereof, during the term of this LEASE that effect or may effect the habitability of the PREMISES or the physical health or safety of the TENANT, whether or not the PREMISES later become in a state of disrepair by reason of ordinary wear and tear or otherwise. TENANT expressly acknowledges and understands that the rental negotiated by the parties herein takes into account the fact that the PREMISES is being rented in "AS IS" present condition.

REALTOR\* COMMISSION: LANDLORD agrees to pay the within named REALTOR\* a commission in cash equal to \_\_\_\_\_

for negotiating this LEASE payable upon execution of this LEASE unless otherwise stipulated. If any renewals are granted TENANT, LANDLORD agrees to pay such REALTOR\* an additional commission on the date such renewals are effective even though with changes. The commission due for each renewal is to be calculated as though a new lease had been made for such period of time. Should the PREMISES be sold to the TENANT during the term of this LEASE and all renewals and extensions thereof, or within 180 days following the expiration date of LEASE and said renewals and extensions, the LANDLORD agrees to pay the within named REALTOR\* a sales commission in cash equal to \_\_\_\_\_ of the selling price of said property.

All commissions are payable in \_\_\_\_\_ County, Texas.

FAIR HOUSING: IN ACCORDANCE WITH THE LAW, THIS PROPERTY IS OFFERED WITHOUT RESPECT TO RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN OF TENANT.

MISC.: This LEASE shall constitute a full understanding between the parties herein, and no other Agreement unless in writing and signed by the parties hereto shall be binding upon the subject property, except the attached Rental Application, if any, which shall become a part of the LEASE. References to LANDLORD/REALTOR\* shall apply to either LANDLORD or REALTOR\*.

SPECIAL CONDITIONS:

*2 window units to be installed by 9/15/00*  
*Brand New Dishwasher, stove, : Ref to be installed by 9/15/00.*  
*Central Air: Unit to be installed by 3/1/01*  
*2 windows to be replaced in kitchen by 9/15*  
*Restroom tile : kitchen to be finished by 9/15/00*  
*Back Door to be installed within 10-14 DAYS.*

THIS IS A LEGAL BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

TENANT acknowledges receipt of a copy of this LEASE.

EXECUTED this the 11<sup>th</sup> day of September 2000

TENANT *Ernest Hernandez* 9/12/00

TENANT \_\_\_\_\_

REALTOR\* \_\_\_\_\_ LICENSE NO. \_\_\_\_\_

2000  
LANDLORD *James Mosqueda*  
LANDLORD *James Mosqueda*



# AFFIDAVIT IN ANY FACT

THE STATE OF TEXAS       §  
COUNTY OF DALLAS       §

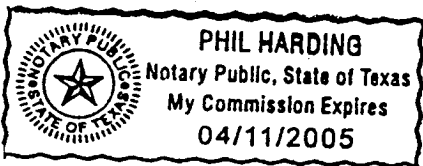
BEFORE ME, Phil Harding, a Notary Public in and for said County, State of Texas, on this day personally appeared, John Palmer, who, after being by me duly sworn, on oath deposes and says:

This is a true and correct copy of the original document contained in the file.

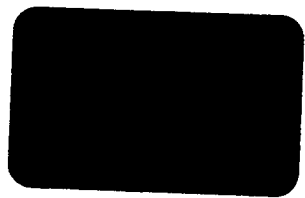
ADMITTED

John Palmer #5558  
Printed Name of Affiant  
John Palmer  
Signature of Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS 24 DAY OF July A.D. 2001



Phil Harding  
Notary Public, Dallas County, Texas





PLEASE TYPE OR PRINT LEGIBLY  
PROVIDE ALL REQUESTED INFORMATION

ADMITTED

STATEMENT OF APPOINTED OFFICER

(Pursuant to Tex. Const. Art. XVI, §1(d), amended 1989)

I, Richard F. Seibert, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward to secure my appointment or confirmation thereof, so help me God.

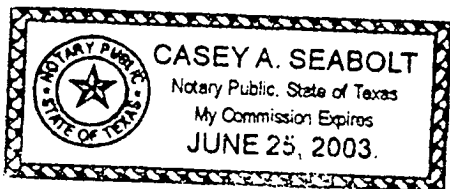
Richard F. Seibert

Affiant's Signature

Associate Municipal Judge  
Position to Which Appointed

City of Dallas, Texas  
City and/or County

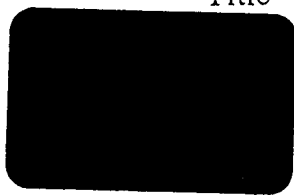
SWORN TO and subscribed before me by affiant on this 28<sup>th</sup> day of September, 2000.



Casey Seabolt  
Signature of Person Authorized to Administer Oaths/Affidavits

Casey Seabolt  
Printed Name

Personal Banker  
Title





CITY OF DALLAS, TEXAS  
ACCEPTANCE OF APPOINTMENT AND OATH OF OFFICE

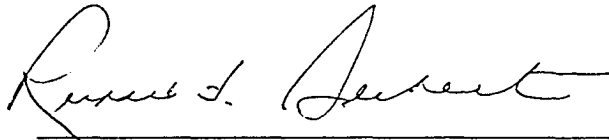
Having been appointed by the City Council of the City of Dallas to serve as a

ASSOCIATE MUNICIPAL JUDGE

**ADMITTED**

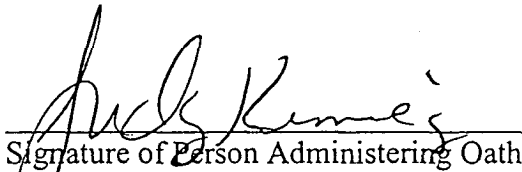
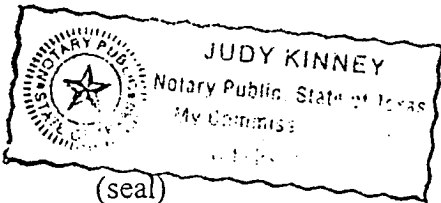
I hereby accept the appointment and subscribe to the following oath or affirmation:

I, **Richard F. Seibert**, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of municipal judge of the City of Dallas, Texas, and will to the best of my abilities preserve, protect, and defend the constitution and Laws of the United States and of this State, so help me God.



Signature of Judge

SWORN TO and subscribed before me on this 28<sup>th</sup>, August, 2000.



Signature of Person Administering Oath

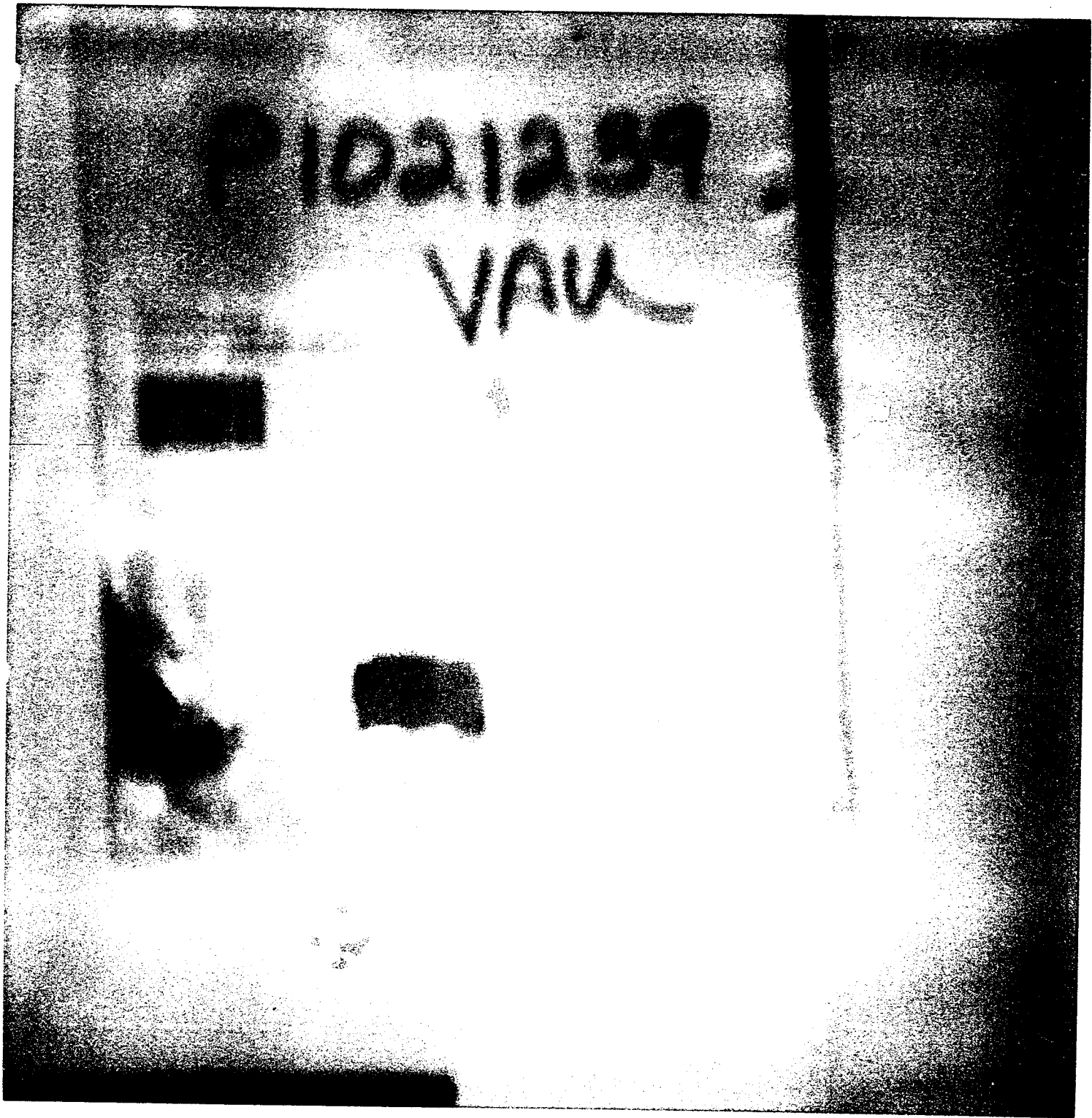
Judy Kinney  
Printed Name

Executive Secretary  
Title



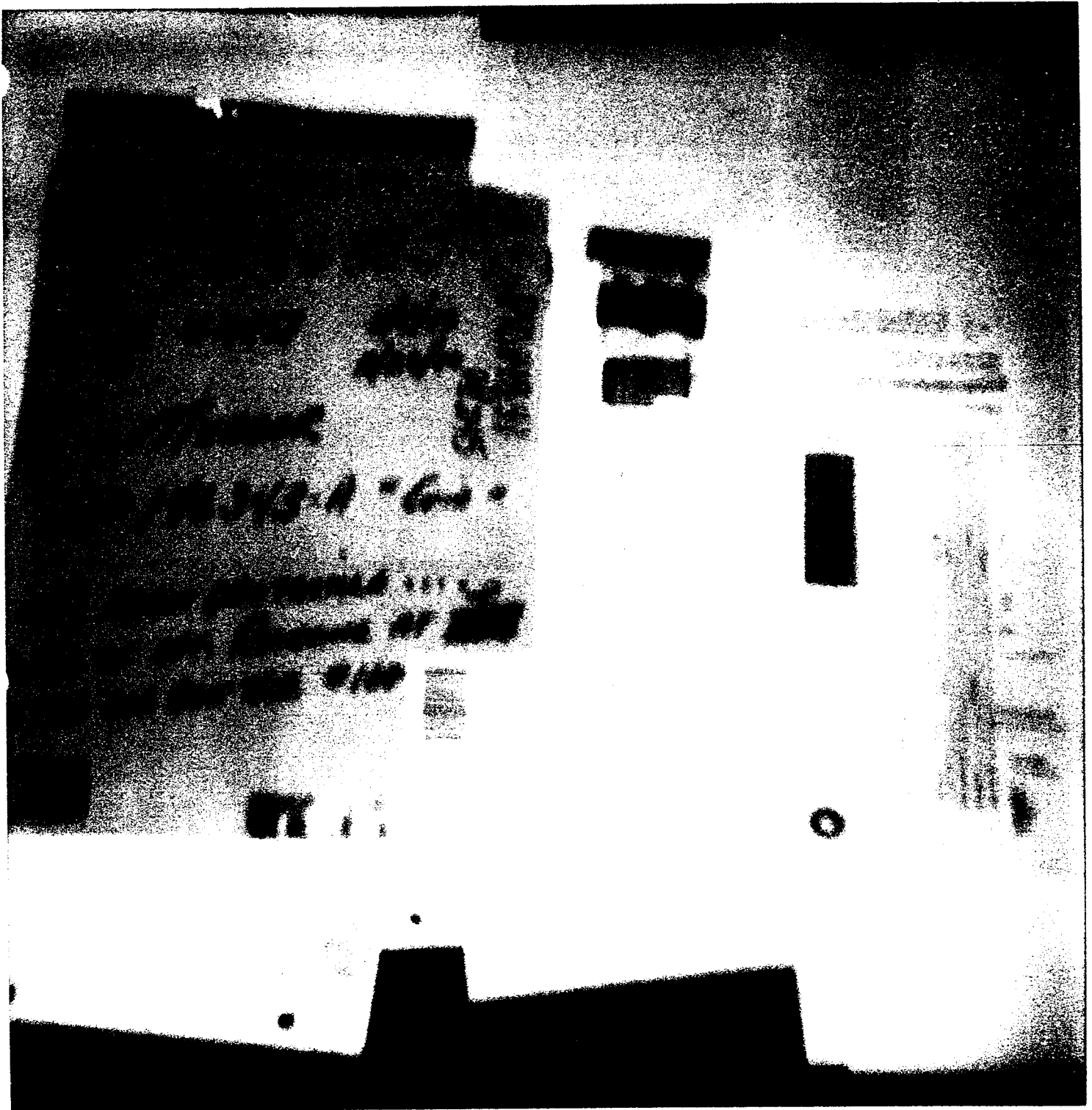






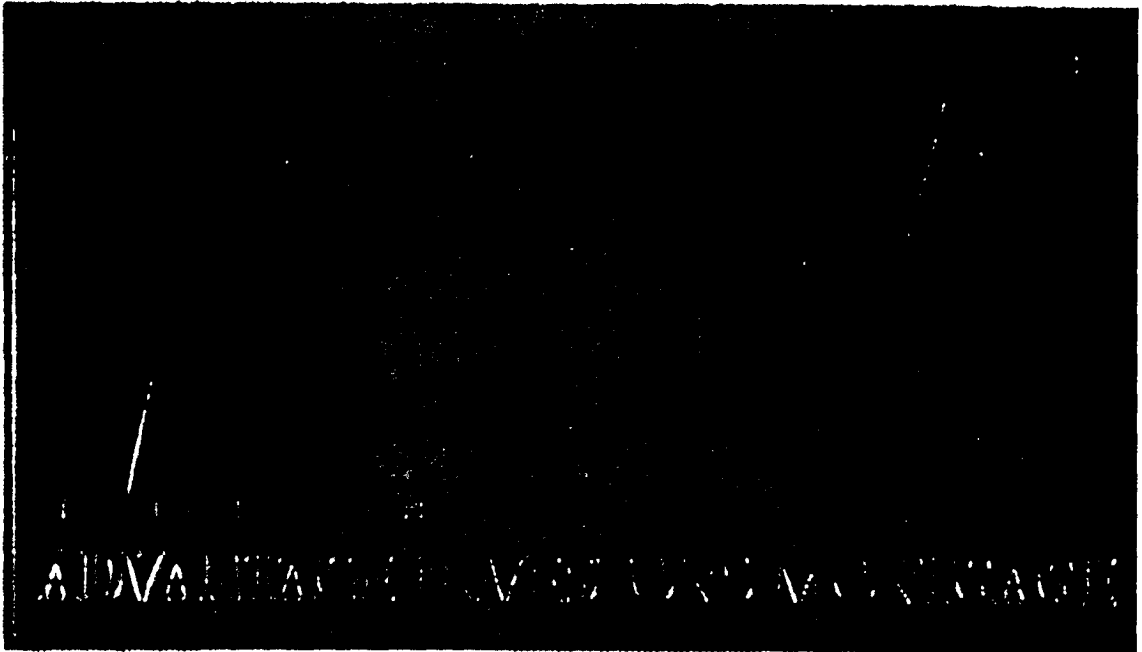
SX110 - gold men's  
bracelet





SX14 - 111a - one fired  
bullet





*“Moving people to their  
next level of success!”*

**James Mosqueda**  
*Mortgage Banker*  
*Hablamos Español*

*Specializing in FHA, VA  
& Conventional Loans*

**17000 Dallas Pkwy., Suite 115**

**Dallas, Texas 75248**

**Office: (972) 380-5450**

**Mobile: (972) 849-2820**

**Pager: (214) 781-3449**

**Fax: (972) 380-5195**





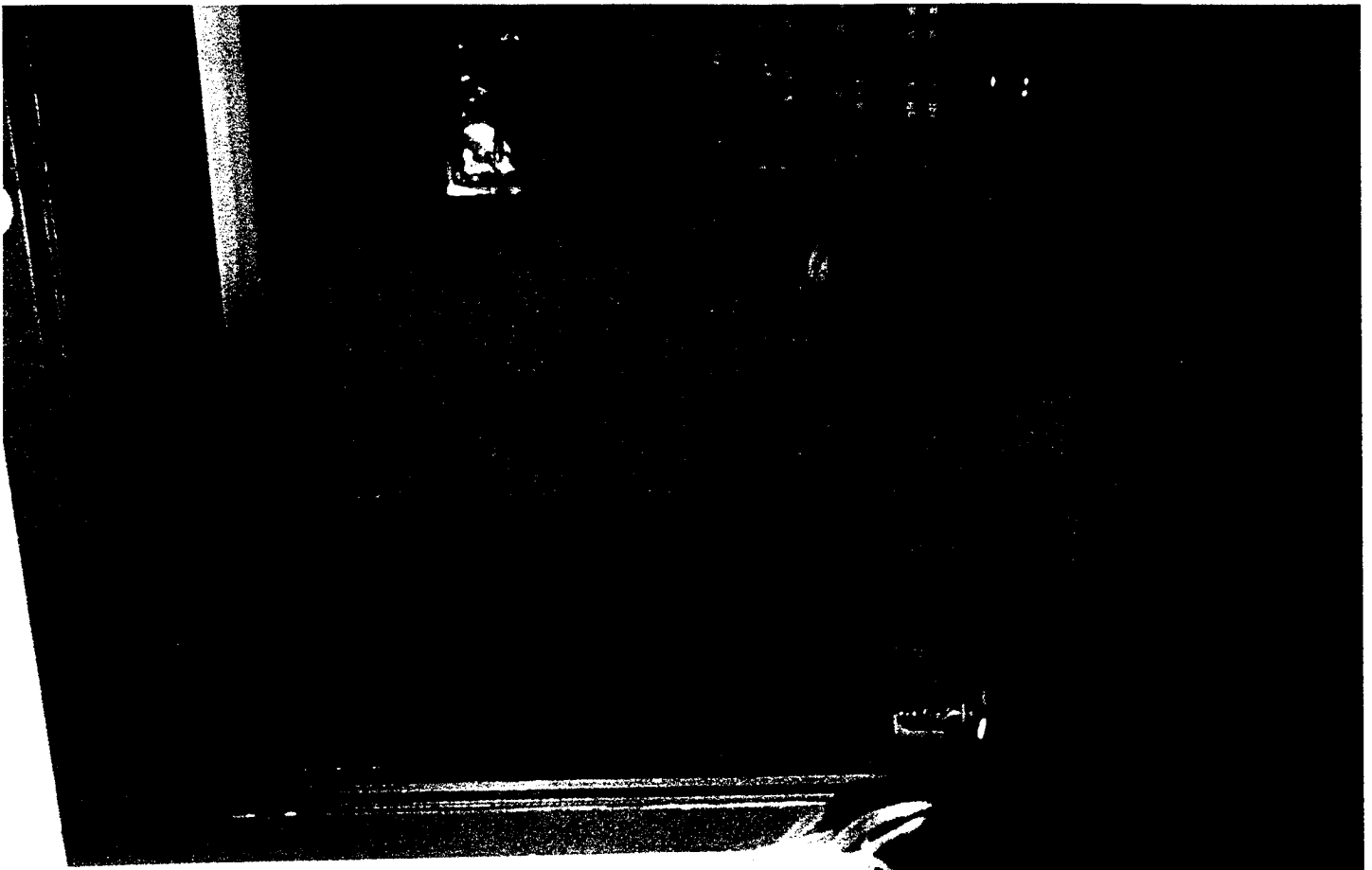






PENGADANAN  
KEMENTERIAN  
KEMENTERIAN

DAFTAR DAFTAR  
SUDUT DAFTAR









THE STATE OF TEXAS  
CRIMINAL SUBPOENA Duces Tecum

Cause 380-80047-01

THIS COPY OF PROCESS WAS  
DELIVERED TO YOU ON THE  
DAY OF May  
BY RICK RICHARDSON, CONSTABLE  
PCT. 3, DALLAS COUNTY, TX.  
DEPUTY

STATE OF TEXAS

v. CANTU, IVAN ABNER

TO ANY SHERIFF OR CONSTABLE OF THE STATE OF TEXAS GREETINGS:

YOU ARE COMMANDED TO SUMMON PHYLLIS STICHER 214/224-3028  
NORTH TEXAS TOLLWAY AUTH 972/991-0033  
12300 INWOOD RD #110  
DALLAS TX 75244

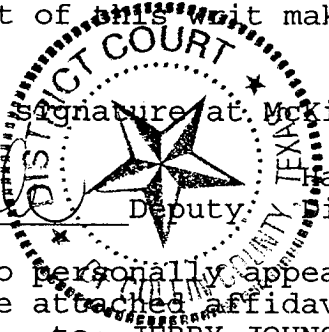
to be and appear before the Honorable 380TH DISTRICT COURT of Collin County to be held at the Court House thereof, in McKinney, in said County, on the 24th day of MAY A.D. 2001, at 9:00 o'clock A.M., then and there to testify in behalf of the State of Texas in the above styled and numbered cause, now pending in said Court and there remain from day to day and from term to term until discharged by due course of law. Said above named witness is further commanded to produce at said time and place above set forth the following books, papers, documents or other tangible things, to wit:

Please forward all tolltag records for the months of October and November 2000 on Account # 314264, listed under the name of James Mosqueda.  
Please forward this information to Inv. Jerry Johnson, Collin County DA's Office, 210 S. McDonald, Suite 324, McKinney, Texas, 75069. Should you have any questions, please call Inv. Jerry Johnson at 972-424-1460, Ext. 4618.

Returnable the 24th day of MAY A.D. 2001 at 9:00 o'clock A.M.

If you fail not, but of this writ make due return, showing how you have executed the same.

Witness my official signature at McKinney, Texas this 3 day of May, 2001.  
[Signature]  
Hannah Kunkle  
Deputy District Clerk, Collin County, Texas



As an alternative to personally appearing on the above date and time, you may complete the attached affidavit and return it before  
MAY 17, 2001 to: JERRY JOHNSON  
District Attorney's Office  
210 S. MCDONALD #324  
McKinney, Texas 75069



If unable to comply by MAY 17, 2001, call JERRY JOHNSON at 9:00 A.M. on MAY 24, 2001 to ascertain the exact date and time required for your appearance in the Court.  
972-548-4323 METRO 972-424-1460 EXT. 4618

OFFICER'S RETURN

Came to hand \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M,  
and executed the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M,  
by delivering to the within named \_\_\_\_\_ at \_\_\_\_\_  
in \_\_\_\_\_ County, Texas, in person, a true copy of this Subpoena.

FEE \$ \_\_\_\_\_



by: \_\_\_\_\_

SEND TO: RICK RICHARDSON, CONSTABLE  
DALLAS COUNTY PRECINCT 3  
1411 W. BELTLINE RD.  
RICHARDSON TX 75080

COURT PROCEEDINGS ARE SERIOUS MATTERS DESERVING OF THE HIGHEST STANDARDS  
OF DIGNITY AND DECORUM. PLEASE DRESS APPROPRIATELY.

STATE OF TEXAS § IN THE 380TH DISTRICT  
VS. § COURT OF  
CANTU, IVAN ABNER § COLLIN COUNTY, TEXAS

AFFIDAVIT

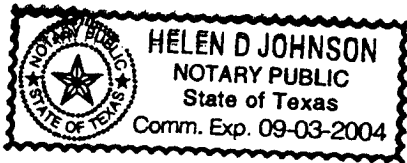
BEFORE ME, the undersigned authority, personally appeared the herein named affiant, who, being by me duly sworn, deposed as follows:

My name is Phyllis Sticher, I am the affiant herein and I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

I am the custodian of the records of North Texas Tollway Authority hereinafter referred to as "Business". Attached hereto are 11 pages of records from said Business. These said pages of records are kept by the said Business in the regular course of business, and it was in the regular course of business of the said Business for an employee or representative of the said Business, with knowledge of the act, event, condition, opinion, or diagnosis recorded to make the record or to transmit information thereof to be included in such record; and the record was made at or near the time of the act, event, condition, opinion, or diagnosis recorded, or reasonably soon thereafter. The records attached hereto are original or exact duplicates of the original.

Phyllis Sticher  
AFFIANT

SWORN TO AND SUBSCRIBED before me on the 10th day of May,  
2001.



Helen D. Johnson Helen D. Johnson  
Notary Public in and for  
Collin County, Texas  
My Commission Expires 9-3-04

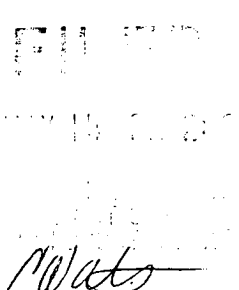
Faint stamp and signature at the bottom of the page.

# Account View Screen

[help](#)

Account Nbr:	<b>314264</b>	[Edit]				
Name:	<b>James E Mosqueda</b>					
Address:	<b>18663 Gibbons Drive</b>	Comments				
	<b>Dallas, TX 75287</b>					
Home Phone:	<b>972-380-5587</b>					
Work Phone:	<b>972-380-5450</b>					
Drivers License:	<b>TX 05577484</b>					
Acct. Balance:	<b>\$10.75 (Through 01/19/2001)</b>					
Dep. Balance:	<b>\$0.00 (Through 01/19/2001)</b>					
Account Status:	<b>Active</b>					
Acct. Type:	<b>Personal</b>					
Payment Type:	<b>Credit</b>					
Rebill Amount:	<b>\$40.00</b>					
Credit Card:	<b>MasterCard - ***** - 0573</b>	[Edit]				
Expires:	<b>03/2001</b>					
<b>Toll Tags (1)</b>						
Vehicle Plate	Year	Color	Make	Model	Tag #	Status
(TX) H83YBV	2000	BLACK	CHEVY	CORVETTE	00460809	Returned
(TX) C26LVG	1999	BLACK	MERCEDES	430CLK	00460810	Active

- [\[Account Edit\]](#)
- [\[Credit Cards\]](#)
- [\[Account Tags\]](#)
- [\[Toll Credit\]](#)
- [\[History\]](#)
- [\[Statements\]](#)
- [\[Comments\]](#)
- [\[Notifications\]](#)
- [\[Receipts\]](#)
- [\[Transactions\]](#)
- [\[Tag Transfer\]](#)
- [\[Close Account\]](#)


  
 [Faded Stamp]
   
 [Signature: M. Watson]

1 of 11

**Help**

Acct Nbr: 314264  
 Name: **James E Mosqueda**  
 Address: **18663 Gibbons Drive**  
           **Dallas, TX 75287**  
 Acct Balance: **\$10.75**  
 Acct Status: **Active**

Tolltag(s):

Veh. Plate	Year	Make	Model	Tag #	Status
H83YBV	2000	CHEVY	CORVETTE	00460809	Returned
C26LVG	1999	MERCEDES	430CLK	00460810	Active

Account Comments	
Comment Date	Acct. Comment
06-FEB-01	02-06-2001-REC PHO INFO FROM FUT BRO-INLAW, JAMES WAS DEAD.

**New**

## Monthly Statement Display Screen

Monthly Statement for October , 2000				
Account: 314264 - MOSQUEDA, JAMES			Balance through 10/30/2000: \$28.40	
Date/Time	Tag #	Location	Description	Amount
			<b>Beginning Balance</b>	<b>\$0.00</b>
10/16/2000 11:11		Inwood TollTag Store	New Account	\$0.00
10/16/2000 11:12	00460809	Inwood TollTag Store	New Tag	\$0.00
10/16/2000 11:12	00460810	Inwood TollTag Store	New Tag	\$0.00
10/16/2000 11:12		Inwood TollTag Store	Payment	\$40.00
10/16/2000 11:23	00460809	DNT-MLP2-8	Toll	-\$0.60
10/16/2000 18:46	00460809	DNT-MLP2-5	Toll	-\$0.60
10/16/2000 18:56	00460809	DNT-MLP1-7	Toll	-\$0.60
10/16/2000 20:16	00460809	DNT-MLP1-10	Toll	-\$0.60
10/16/2000 20:26	00460809	DNT-MLP2-12	Toll	-\$0.60
10/17/2000 07:59	00460810	DNT-MLP2-4	Toll	-\$0.60
10/17/2000 08:18	00460810	DNT-MLP1-1	Toll	-\$0.60
10/17/2000 12:46	00460809	DNT-MLP1-6	Toll	-\$0.60
10/17/2000 15:44	00460810	DNT-MOCLN-3	Toll	-\$0.50
10/17/2000 15:54	00460810	DNT-MLP2-7	Toll	-\$0.60
10/18/2000 09:35	00460809	DNT-MLP2-5	Toll	-\$0.60
10/18/2000 09:50	00460809	DNT-BELRD-6	Toll	-\$0.35
10/19/2000 07:27	00460810	DNT-MLP2-4	Toll	-\$0.60
10/19/2000 07:41	00460810	DNT-MLP1-3	Toll	-\$0.60
10/19/2000 15:35	00460810	DNT-MOCLN-3	Toll	-\$0.50
10/19/2000 15:43	00460810	DNT-MLP2-7	Toll	-\$0.60
10/20/2000 15:47	00460809	DNT-MLP2-11	Toll	-\$0.60
10/21/2000 17:56	00460809	DNT-FRARD-3	Toll	-\$0.30
10/21/2000 17:59	00460809	DNT-MLP3-8	Toll	-\$0.60
10/21/2000 21:59	00460809	DNT-MLP3-5	Toll	-\$0.60
10/21/2000 22:02	00460809	DNT-FRARD-1	Toll	-\$0.30
10/21/2000 22:44	00460809	DNT-MLP2-6	Toll	-\$0.60
10/21/2000 22:55	00460809	DNT-MLP1-6	Toll	-\$0.60
10/22/2000 00:08	00460809	DNT-MLP2-8	Toll	-\$0.60
10/22/2000 11:52	00460810	PGBT-MLP7-7	Toll	-\$0.50
10/22/2000 11:56	00460810	DNT-FRARD-1	Toll	-\$0.30
10/23/2000 08:33	00460810	DNT-MLP2-5	Toll	-\$0.60
10/23/2000 08:57	00460810	DNT-MOCLN-1	Toll	-\$0.50
10/23/2000 10:40	00460810	DNT-MOCLN-3	Toll	-\$0.50
10/23/2000 10:47	00460810	DNT-MLP2-7	Toll	-\$0.60
10/23/2000 14:16	00460809	DNT-MLP2-1	Toll	-\$0.60
10/23/2000 14:26	00460809	DNT-MLP1-6	Toll	-\$0.60
10/23/2000 16:14	00460809	DNT-MLP2-12	Toll	-\$0.60
10/24/2000 07:48	00460810	DNT-MLP2-4	Toll	-\$0.60
10/24/2000 08:03	00460810	DNT-MLP1-3	Toll	-\$0.60
10/24/2000 15:23	00460809	DNT-MLP2-12	Toll	-\$0.60
10/24/2000 15:45	00460810	DNT-MOCLN-4	Toll	-\$0.50
10/24/2000 15:53	00460810	DNT-MLP2-8	Toll	-\$0.60
10/24/2000 22:12	00460809	DNT-FRARD-3	Toll	-\$0.30
10/24/2000 22:15	00460809	DNT-MLP3-9	Toll	-\$0.60
10/24/2000 22:37	00460809	DNT-MLP3-5	Toll	-\$0.60
10/24/2000 22:41	00460809	DNT-MLP2-4	Toll	-\$0.60
10/25/2000 10:22	00460809	DNT-MLP2-1	Toll	-\$0.60
10/25/2000 12:53	00460809	DNT-BELRD-6	Toll	-\$0.35
10/25/2000 20:37	00460809	DNT-MLP2-5	Toll	-\$0.60
10/25/2000 22:29	00460809	DNT-MLP1-11	Toll	-\$0.60
10/25/2000 22:37	00460809	DNT-MLP2-9	Toll	-\$0.60
10/26/2000 07:32	00460810	DNT-MLP2-5	Toll	-\$0.60
10/26/2000 07:47	00460810	DNT-MLP1-2	Toll	-\$0.60
10/26/2000 14:43	00460809	DNT-MLP2-1	Toll	-\$0.60
10/26/2000 15:26	00460809	DNT-BELRD-6	Toll	-\$0.35
10/26/2000 15:34	00460810	DNT-MOCLN-3	Toll	-\$0.50
10/26/2000 15:43	00460810	DNT-MLP2-7	Toll	-\$0.60
10/27/2000 09:06	00460810	DNT-MLP2-4	Toll	-\$0.60
10/27/2000 09:15	00460810	DNT-MLP1-2	Toll	-\$0.60

10/27/2000 12:28	00460809	DNT-FRARD-4	Toll	-\$0.30
10/27/2000 12:31	00460809	DNT-MLP3-8	Toll	-\$0.60
10/27/2000 12:58	00460809	DNT-MLP3-5	Toll	-\$0.60
10/27/2000 13:05	00460809	DNT-MLP2-1	Toll	-\$0.60
10/27/2000 15:03	00460810	DNT-MOCLN-3	Toll	-\$0.50
10/27/2000 15:21	00460810	DNT-MLP2-9	Toll	-\$0.60
10/27/2000 16:25	00460810	DNT-FRARD-3	Toll	-\$0.30
10/27/2000 17:33	00460810	PGBT-MLP7-7	Toll	-\$0.50
10/27/2000 17:35	00460810	DNT-FRARD-1	Toll	-\$0.30
10/27/2000 18:17	00460809	DNT-MLP2-5	Toll	-\$0.60
10/27/2000 20:21	00460809	DNT-MLP2-4	Toll	-\$0.60
10/27/2000 21:29	00460809	DNT-MLP2-8	Toll	-\$0.60
10/28/2000 02:56		Tag Store	Autocharge	\$40.00
10/28/2000 14:38	00460809	DNT-BELRD-3	Toll	-\$0.35
10/28/2000 14:45	00460809	DNT-MLP1-7	Toll	-\$0.60
10/28/2000 16:42	00460809	DNT-MLP2-8	Toll	-\$0.60
10/28/2000 17:41	00460809	DNT-FRARD-3	Toll	-\$0.30
10/28/2000 17:43	00460809	DNT-MLP3-8	Toll	-\$0.60
10/28/2000 21:21	00460809	DNT-MLP3-5	Toll	-\$0.60
10/29/2000 00:32	00460809	DNT-MLP2-5	Toll	-\$0.60
10/29/2000 15:46	00460809	DNT-KESRD-1	Toll	-\$0.30
10/29/2000 17:06	00460809	DNT-MLP2-8	Toll	-\$0.60
10/29/2000 17:35	00460809	DNT-PARLN-1	Toll	-\$0.30
10/29/2000 18:01	00460809	DNT-FRARD-1	Toll	-\$0.30
10/29/2000 18:41	00460809	PGBT-MLP7-20	Toll	-\$0.50
10/29/2000 18:59	00460809	PGBT-MLP7-7	Toll	-\$0.50
10/29/2000 19:13	00460809	DNT-MLP2-1	Toll	-\$0.60
10/29/2000 19:22	00460809	DNT-MLP1-8	Toll	-\$0.60
10/29/2000 22:10	00460809	DNT-MLP1-10	Toll	-\$0.60
10/29/2000 22:20	00460809	DNT-MLP2-8	Toll	-\$0.60
10/30/2000 08:29	00460810	DNT-MLP2-4	Toll	-\$0.60
10/30/2000 08:39	00460810	DNT-MLP1-1	Toll	-\$0.60
10/30/2000 13:52	00460810	MCLB-MLP1-1	Toll	-\$0.50
10/30/2000 14:15	00460810	DNT-MLP2-12	Toll	-\$0.60
10/30/2000 14:28	00460810	DNT-FRARD-3	Toll	-\$0.30
10/30/2000 14:33	00460810	PGBT-MLP7-14	Toll	-\$0.50
10/31/2000 07:59	00460810	DNT-MLP2-5	Toll	-\$0.60
10/31/2000 16:05	00460810	DNT-MOCLN-4	Toll	-\$0.50
10/31/2000 16:20	00460810	DNT-MLP2-8	Toll	-\$0.60
10/31/2000 16:24	00460810	DNT-PARLN-4	Toll	-\$0.30
11/01/2000 03:18		Tag Store	Statement Fee	-\$1.50
			<b>Ending Balance</b>	<b>\$28.40</b>

Tag Summary			
Tag #	Description	Quantity	Amount
00460809	Toll	55	-\$29.40
00460810	Toll	39	-\$20.70
	<b>Total</b>	<b>94</b>	<b>-\$50.10</b>

Account Summary		
Description	Quantity	Amount
<b>Beginning Balance</b>		<b>\$0.00</b>
Autocharge	1	\$40.00
New Account	1	\$0.00
New Tag	2	\$0.00
Payment	1	\$40.00
Statement Fee	1	-\$1.50
Toll	94	-\$50.10
<b>Ending Balance</b>		<b>\$28.40</b>



## Monthly Statement Display Screen

Monthly Statement for November , 2000				
Account: 314264 - MOSQUEDA, JAMES			Balance through 11/29/2000: \$12.25	
Date/Time	Tag #	Location	Description	Amount
			<b>Beginning Balance</b>	<b>\$28.40</b>
11/01/2000 07:36	00460810	DNT-MLP2-2	Toll	-\$0.60
11/01/2000 07:55	00460810	DNT-MOCLN-1	Toll	-\$0.50
11/01/2000 08:19	00460809	DNT-MLP2-5	Toll	-\$0.60
11/01/2000 12:43	00460809	DNT-MLP1-10	Toll	-\$0.60
11/01/2000 12:52	00460809	DNT-MLP2-8	Toll	-\$0.60
11/01/2000 15:07	00460810	DNT-MLP2-8	Toll	-\$0.60
11/02/2000 07:35	00460810	DNT-MLP2-4	Toll	-\$0.60
11/02/2000 07:48	00460810	DNT-MLP1-1	Toll	-\$0.60
11/02/2000 15:04	00460810	DNT-MOCLN-4	Toll	-\$0.50
11/02/2000 15:14	00460810	DNT-MLP2-9	Toll	-\$0.60
11/02/2000 21:21	00460809	DNT-MLP3-2	Toll	-\$0.60
11/02/2000 21:24	00460809	DNT-FRARD-1	Toll	-\$0.30
11/03/2000 18:41	00460809	DNT-MLP2-5	Toll	-\$0.60
11/03/2000 18:53	00460809	DNT-MLP1-7	Toll	-\$0.60
11/03/2000 22:18	00460809	DNT-MLP1-10	Toll	-\$0.60
11/03/2000 22:29	00460809	DNT-MLP2-7	Toll	-\$0.60
11/04/2000 00:59	00460810	PGBT-MLP7-14	Toll	-\$0.50
11/04/2000 01:43	00460810	PGBT-MLP7-7	Toll	-\$0.50
11/04/2000 03:06	00460809	DNT-MLP2-6	Toll	-\$0.60
11/04/2000 03:16	00460809	DNT-MLP1-7	Toll	-\$0.60
11/04/2000 06:15	00460809	DNT-MLP1-10	Toll	-\$0.60
11/04/2000 06:25	00460809	DNT-BELRD-6	Toll	-\$0.35
11/04/2000 06:28	00460809	DNT-MLP2-8	Toll	-\$0.60
11/04/2000 11:15	00460809	DNT-MLP2-8	Toll	-\$0.60
11/05/2000 11:07	00460809	DNT-MLP2-6	Toll	-\$0.60
11/05/2000 11:17	00460809	DNT-MLP1-8	Toll	-\$0.60
12/01/2000 04:00		Tag Store	Statement Fee	-\$1.50
			<b>Ending Balance</b>	<b>\$12.25</b>

Tag Summary			
Tag #	Description	Quantity	Amount
00460809	Toll	17	-\$9.65
00460810	Toll	9	-\$5.00
	<b>Total</b>	<b>26</b>	<b>-\$14.65</b>

Account Summary		
Description	Quantity	Amount
<b>Beginning Balance</b>		<b>\$28.40</b>
Statement Fee	1	-\$1.50
Toll	26	-\$14.65
<b>Ending Balance</b>		<b>\$12.25</b>



### TOLLTAG APPLICATION

Please print all information.

ACCOUNT NUMBER \_\_\_\_\_ CLERK ID \_\_\_\_\_  
 LAST NAME (or company): MOSQUEDA  
 FIRST NAME JAMES MIDDLE INITIAL E.  
 ADDRESS 18663 GIBBONS DRIVE  
 CITY DALLAS STATE TX ZIP CODE 75287  
 TELEPHONE - WORK (972) 380-5450 HOME (972) 380-5587  
 DRIVER'S LICENSE - STATE TX NUMBER 05577484

Monthly Itemized Statement:  
 No  Yes (\$1.50 postage and handling charge)

Method of Payment:  
 Visa  MasterCard  AmEx  Discover  Cash/Check  
 CARD ACCOUNT NUMBER 5291 0714 4532 0573 EXPIRATION DATE (MM/YY) 3/01

DEPOSIT AMOUNT \$

Vehicle 1 TOLLTAG NO. 460809  
 LICENSE PLATE # STATE VEHICLE MAKE YR. COLOR MODEL  
H83YBV TX Chevrolet 00 Black Corolla

Vehicle 2 TOLLTAG NO. 460810  
 LICENSE PLATE # STATE VEHICLE MAKE YR. COLOR MODEL  
C26LVB TX Mercedes 99 Black 430CLK

Vehicle 3 TOLLTAG NO. \_\_\_\_\_  
 LICENSE PLATE # STATE VEHICLE MAKE YR. COLOR MODEL \_\_\_\_\_

I hereby apply for a license to use the TollTag (computerized) which, subject to all applicable rules of the North Texas Tollway Authority and other applicable governmental entities and agencies, will allow me to gain passage via designated toll roads on the tollway. I agree that I have read, understand and will be bound by the terms of the TollTag License Agreement attached to this application. If I have provided one of the credit card options on the application and filed a card payment, I hereby authorize you to charge periodically the credit card indicated to the amount necessary to satisfy my obligations under this agreement.

SIGNATURE (and title, if applicable) [Signature] DATE 10/16/10  
 COMPANY (if applicable) \_\_\_\_\_ DATE \_\_\_\_\_

MAIL IN COMPLETED APPLICATION FOR PROCESSING.  
 FOR QUESTIONS, CALL 972-991-0033.

GALLAGHER TOLLWAY TRS CT  
11200 HUNTERS RD #110  
GALLAGHER TX 75244

TERMINAL I.D.: 9686130

RECEIPT #: 22025478029

MASTER#00

220157445326573

SALE

BATCH 000005

DATE: OCT 16, 00

REF: 21801600027

EXP: 1 01/01

POSID: 461927

TIME: 11:08

AUTH: 305287

314264

TOTAL

\$40.00

SALES TAX: 0.00

I AGREE TO PAY ABOVE TOTAL AMOUNT  
ACCORDING TO CARD ISSUES AGREEMENT  
(RECEIPT RECEIVED IF DEBIT INSTEAD)

*SA*

**Help**

Date: 01/19/2001 - 08:20 AM

CSR ID: 8

Trxn ID: 11957361

Acct Nbr:	314264				
Name:	James E Mosqueda				
Address:	18663 Gibbons Drive Dallas, TX 75287				
Acct Balance:	\$10.75				
Acct Status:	Active				
Tolltag(s):					
Veh. Plate	Year	Make	Model	Tag #	Status
H83YBV	2000	CHEVY	CORVETTE	00460809	Returned
C26LVG	1999	MERCEDES	430CLK	00460810	Active

Account Transactions	
STARTING ACCT. BALANCE	\$10.75
RETURN TAG (00460809)	\$0.00
CURRENT ACCT. BALANCE	\$10.75

Amount Due \$0.00

Change Due \$0.00



*Please Inact*  
*#314264*

*SH*  
*1/19/01*

January 16, 2001

North Texas Tollway Authority  
P.O. Box 191709  
Dallas, TX 75219-8505

To Whom It May Concern:

Please close account number 314264. Tolltag #'s 460809 & 460810 should not have been used after 11/3/00.

This account is in my brother, James Mosqueda's name. His death certificate is attached. I do not have access to 460810 toll tag at this time, it was placed in Amy Kitchen's car, she is also deceased. Her forwarding address is 613 Chestnut, Grand Prairie, TX if you need to retrieve it.

*MARK*  
*KITCHEN*  
*613 CHESTNUT*  
*GRAND PRAIRIE*  
*TX*

*Gladys Tamez*

If you have any questions, you can reach me at 214-328-7380.

Thank you.  
Gladys Tamez

*\* 1/19/01 - Called and spoke with Gladys Tamez - per Gladys' request I mailed notification letter to return tag #00460810 to us or call us to close acct.*

CERTIFICATION OF VITAL RECORD

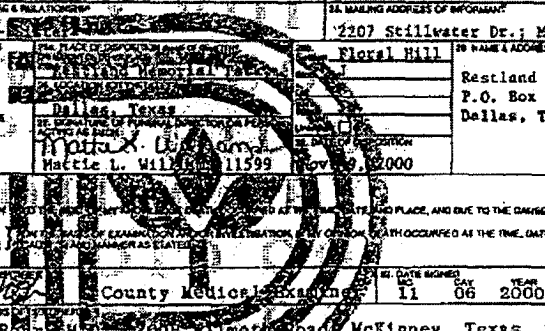
CITY OF DALLAS, TEXAS  
VITAL STATISTICS DIVISION

Handwritten notes: #314264, #11111

STATE OF TEXAS CERTIFICATE OF DEATH STATE FILE NUMBER

1. NAME OF DECEASED James Edwin Moqueda	2. SEX male	3. DATE OF DEATH Found Nov. 4, 2000
4. DATE OF BIRTH January 23, 1973	5. BIRTH PLACE (CITY & STATE OR FOREIGN COUNTRY) Dallas, Texas	6. SOCIAL SECURITY NO. 457-61-3225
7. RACE Caucasian	8. ETHNICITY Mexican	9. EDUCATION (SPECIFY HIGHEST GRADE COMPLETED, PLUS OR SUBSEQUENT TO COLLEGE (U.S. M. 1-4) 14
10. MARRITAL STATUS MARRIED	11. DECEASED'S USUAL OCCUPATION Loan Officer	12. KIND OF BUSINESS OR INDUSTRY Advantage Invest. Mfg.
13A. RESIDENCE & STREET ADDRESS 18663 Gibbons Dr.	13B. CITY OR TOWN Dallas	13C. COUNTY Collin
13D. STATE Texas	13E. ZIP CODE 75287	13F. USPOSS CITY LIMITED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
14. FATHER'S NAME Frank Moqueda	15. MOTHER'S MARRIED NAME Gladys Cantu	16. PLACE OF BIRTH (CITY OR STATE) Dallas
17. HOSPITAL, INFIRMARY, OR OUTPATIENT, OR HOME, OR OTHER (SPECIFY) 18. CITY OR TOWN OF ABOVE (CITY, COUNTY, STATE, OR PRODUCT NO.) Collin Dallas		
19. NAME OF HOSPITAL OR INSTITUTION (IF NOT IN HOSPITAL, show street address) 18663 Gibbons Dr.		
20. INFORMANT - SIGNATURE & RELATIONSHIP Gladys Tamez		
21. MAILING ADDRESS OF INFORMANT 2207 Stillwater Dr.; Mesquite, TX 75181		
22. METHOD OF EXPOSITION <input checked="" type="checkbox"/> BURIAL <input type="checkbox"/> CREMATION <input type="checkbox"/> REMOVAL FROM STATE <input type="checkbox"/> DONATION <input type="checkbox"/> OTHER (SPECIFY)		
23. NAME & ADDRESS OF FUNERAL HOME Restland Funeral Home, Inc. P.O. Box 829000 Dallas, Texas 75082		
24. CERTIFIER <input type="checkbox"/> CERTIFYING PHYSICIAN <input type="checkbox"/> MEDICAL EXAMINER <input type="checkbox"/> JUSTICE OF THE PEACE		
25. SIGNATURE, TITLE & ADDRESS OF CERTIFIER William B. R... County Medical Examiner		
26. DATE SIGNED 11 06 2000		
27. TIME OF DEATH Found 4:27 P. M.		
28. PART I - IMMEDIATE CAUSE OF DEATH IMMEDIATE CAUSE (Final cause of death resulting in death) CONSTRAINING of head		
29. PART II - OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE SIVEN IN PART I (e.g., diabetes, stroke, etc.)		
30. MANNER OF DEATH <input checked="" type="checkbox"/> HOMICIDE <input type="checkbox"/> ACCIDENT <input type="checkbox"/> SUICIDE <input type="checkbox"/> HOMICIDE <input type="checkbox"/> PENDING INVESTIGATION <input type="checkbox"/> COULD NOT BE DETERMINED		
31. DATE OF DEATH 11-4-2000		
32. TIME OF DEATH 4:27 P. M.		
33. PLACE OF DEATH home		
34. LOCATION (STREET AND NUMBER, CITY OR BORG, STATE) 18663 Gibbons Dr.; Dallas, Texas		
35. RECORDING AUTHORITY OCCURRED shot by assailant(s)		
36. REGISTER FILE NO. 02-08733		
37. DATE RECEIVED BY LOCAL REGISTRAR NOV 10 2000		
38. SIGNATURE OF LOCAL REGISTRAR Lynda J. Humphrey		

Vertical text on the left side of the form: Bureau of Vital Statistics, Texas Department of Health, and other administrative markings.



SF498043

This is to certify that this is a true and correct reproduction of the original record as recorded in this office. Issued under authority of Sec. 191.051, Health and Safety Code.

ISSUED

NOV 13 2000

Lynda J. Humphrey

Lynda J. Humphrey, Registrar  
Bureau of Vital Statistics  
City of Dallas, Texas

WARNING: IT IS ILLEGAL TO DUPLICATE THIS COPY.