

9 493993

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

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FIRST AMERICAN TITLE
THE STATE OF TEXAS



DEED 2005003653
2 PGS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

That MARJORIE C. NEIL AKA MARJORIE NEIL BREWER, INDIVIDUALLY AND AS INDEPENDENT EXECUTRIX OF THE ESTATE OF WILLIAM E. BREWER, DECEASED, hereinafter referred to as GRANTOR (whether one or more), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to GRANTOR in hand paid by RHONDA L. WOOD, A SINGLE PERSON and DALE T. MOTSCHKE, A SINGLE PERSON, hereinafter referred to as GRANTEE (whether one or more), the receipt and sufficiency of which are hereby acknowledged, and for the further consideration of the execution and delivery by said GRANTEE of one certain promissory note of even date herewith, in the original principal sum of ONE HUNDRED TWENTY-THREE THOUSAND EIGHT HUNDRED THIRTY AND 00/100ths DOLLARS (\$123,830.00), payable to the order of CYPRESS MORTGAGE COMPANY, INC., (hereinafter called BENEFICIARY), in installments as in said note provided, bearing interest at the rate therein provided, said Note containing an attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by Vendor's Lien and Superior Title retained herein in favor of said GRANTOR; and being additionally secured by a deed of trust of even date with said note, from GRANTEE to DIANE J. WALTERS OR GINGER K. CARNRIGHT, TRUSTEE, reference to which deed of trust is hereby made for all purposes; the said BENEFICIARY at the special instance and request of the GRANTEE herein having advanced the sum of said note as part purchase price for the property herein conveyed, the receipt of which is hereby acknowledged, the GRANTOR hereby transfers, sets over, assigns and conveys, without recourse, unto BENEFICIARY, and its successors and assigns, the Vendor's Lien and Superior Title retained and reserved herein against the property, subrogating said BENEFICIARY to all rights and remedies of GRANTOR in the premises by virtue of said liens;

and GRANTOR has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto GRANTEE, the following described property, to-wit:

LOT 10, BLOCK I, LEGENDS OF HUTTO PHASE ONE, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET V, SLIDE 256, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in anywise belonging unto GRANTEE and GRANTEE'S heirs and assigns forever. GRANTOR does hereby bind GRANTOR and GRANTOR'S heirs, executors, and administrators to warrant and forever defend, all and singular, the said premises unto GRANTEE and GRANTEE'S heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This Deed is executed, delivered and accepted subject to all and singular any liens described herein, ad valorem taxes for the current and all subsequent years, subsequent assessments for prior years due to changes in land usage or ownership, zoning ordinances, utility district assessments and standby fees, if any, applicable to and enforceable against the above described property, and all valid utility easements created by the dedication deed or plat of the subdivision in which said real property is located, covenants, restrictions common to the platted subdivision in which said real property is located, mineral reservations, maintenance assessment liens, if any, applicable to and enforceable against the above described property as shown by the records of the County Clerk of the County in which said real property is located, and any statutory water rights, or the rights or interests of the State of Texas or the public generally in any waters, tidelands, beaches and streams being situated in proximity to the property described herein.

But it is expressly agreed and stipulated that the Vendor's Lien and Superior Title are retained against the above described property, premises, and improvements, until the above described note and all accrued interest thereon are fully paid according to the face, tenor, effect, and reading thereof, when this deed shall become absolute.

The contract between GRANTOR, as seller, and GRANTEE, as buyer, may contain limitations as to warranties; to the extent said contract provides for such limitations to survive this conveyance they shall be deemed incorporated herein by reference. The warranty of title contained in this deed is hereby expressly excluded from the limitations referenced in this paragraph.

When this Deed is executed by more than one person, or when the GRANTEE is more than one person, the instrument shall read as though pertinent verbs and pronouns were changed correspondingly, and when executed by or to a legal entity other than a natural person, the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns." Reference to any gender shall include either gender and, in the case of a legal entity other than a natural person, shall include the neuter gender, all as the case may be.

DATED the 16TH day of DECEMBER, 2004.

Marjorie Callen Neil
MARJORIE C. NEIL AKA MARJORIE NEIL BREWER, INDIVIDUALLY AND AS INDEPENDENT EXECUTRIX OF THE ESTATE OF WILLIAM E. BREWER, DECEASED

THE STATE OF TEXAS } (Acknowledgment)
COUNTY OF }

This instrument was acknowledged before me on the 17 day of December 2004, by MARJORIE C. NEIL AKA MARJORIE NEIL BREWER, INDIVIDUALLY AND AS INDEPENDENT EXECUTRIX OF THE ESTATE OF WILLIAM E. BREWER, DECEASED



My commission expires _____

Carol D. Bellomy
Notary Public, State of
Printed Name:

THE STATE OF TEXAS } (Acknowledgment)
COUNTY OF }

This instrument was acknowledged before me on the _____ day of _____, _____, by _____

My commission expires _____

Notary Public, State of
Printed Name: _____

THE STATE OF TEXAS } (Acknowledgment)
COUNTY OF }

This instrument was acknowledged before me on the _____ day of _____, _____, by _____

My commission expires _____

Notary Public, State of
Printed Name: _____

THE STATE OF TEXAS } (Acknowledgment)
COUNTY OF }

This instrument was acknowledged before me on the _____ day of _____, _____, by _____

My commission expires _____

Notary Public, State of
Printed Name: _____

THE STATE OF TEXAS } (Corporate/Entity Acknowledgment)
COUNTY OF }

This instrument was acknowledged before me on the _____ day of _____, _____, by _____ of _____ a _____, on behalf of said _____.

My commission expires _____

Notary Public, State of
Printed Name: _____

AFTER RECORDING RETURN TO
AT GRANTEE'S MAILING ADDRESS:
RHONDA L. WOOD and DALE T. MOTSCHKE
118 LONE STAR BOULEVARD
HUTTO, TEXAS 78634

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2005003653

Nancy E. Rister

01/13/2005 01:26 PM

DVITEK \$16.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Re: 118 LONE STAR BOULEVARD HUTTO TEXAS 78634