

15/17/20 2138024 -DRP/MFS

General Warranty Deed
(with Vendor's Lien)

NOTICE OF CONFIDENTIALITY RIGHTS

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.

Date: July 12, 2021

Grantor: Johnny Allan Nicholson and Karen Jane Nicholson

Grantor's Mailing Address: P.O. Box 3489 Wichita Falls, Texas 76301

Grantee: Timothy Koenitzer, a single person

Grantee's Mailing Address: 1341 Talley Loop Buda TX 78610

Consideration: Cash and a note, dated July 12, 2021, executed by Grantee and payable to the order of Better Mortgage Corporation, ISAOA ("Lender") in the principal amount of \$498,000.00. The note is secured by a first and superior vendor's lien against, and superior title to, the Property retained in this deed in favor of Better Mortgage Corporation, ISAOA and is also secured by a first-lien deed of trust, of even date, to Ruth W. Garner, Trustee, recorded in the real property records of Hays County, Texas.

The vendor's lien against and superior title to the Property are retained for the benefit of Better Mortgage Corporation, ISAOA until the \$498,000.00 note described above is fully paid according to its terms, at which time this deed will become absolute as to the lien securing this note. The vendor's lien and superior title are transferred to Better Mortgage Corporation, ISAOA without recourse.

Property (including any improvements):

Lot 9, Block Y, REPLAT GARLIC CREEK WEST PHASE III SECTION ONE, according to the map or plat thereof, recorded in Volume 13, Page 321, Plat Records, Hays County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any water, utility, road, or improvement districts which affect the Property; standby fees, taxes, and assessments by any taxing authority for the current year, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee also assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Limitation of Warranties: Pursuant to Section 7 of the purchase and sale contract between Grantor, as Seller, and Grantee, as Buyer, Grantee accepts the Property "AS IS". "As is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in the purchase and sale contract.

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

NOTICE: This instrument was prepared by Hancock McGill & Bleau, LLLP (HMB) at the request of Independence Title or the parties using information provided by the title company and the parties. Unless we have been provided with a copy of any contracts related to this transaction or been informed of any reservations required by the seller, the reservations will not be included in this warranty deed and by accepting this deed, all parties release HMB from any liability resulting from the failure to include undisclosed reservations. We have not investigated or verified information provided to us and do not warrant the validity of the information or quality of title to the real estate described above. **We do not represent the parties named in this instrument. The parties should**

seek independent legal counsel for advice concerning the effect and consequences of this instrument.

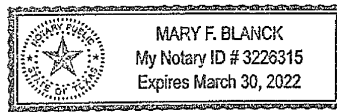
Johnny Allan Nicholson
Johnny Allan Nicholson

Karen Jane Nicholson
Karen Jane Nicholson

State of TEXAS
County of HAYS

This document was acknowledged before me on July 12, 2021 by Johnny Allan Nicholson.

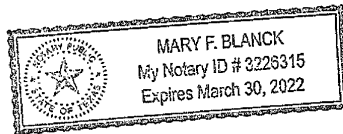
[Signature]
Notary Public, State of TEXAS



State of TEXAS
County of HAYS

This document was acknowledged before me on July 12, 2021 by Karen Jane Nicholson.

[Signature]
Notary Public, State of TEXAS



Prepared By:
Hancock McGill & Bleau, L.L.L.P.
Attorneys at Law
File No. 2138026-FW

After Recording Return To:

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

21037907 DEED
07/14/2021 07:39:20 AM Total Fees: \$34.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas

