

## SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

**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.**

DATE: September 23, 2015

GRANTOR: RH of Texas Limited Partnership, a Maryland limited partnership

GRANTEE: Larry D. Hackney, Sr. and Cindy L. Hackney, husband and wife

GRANTEE'S MAILING ADDRESS: 1501 Daylily Loop, Georgetown, Texas 78626

### CONSIDERATION:

\$10.00 and other valuable consideration, receipt of which is hereby acknowledged, and two notes of even date executed by Grantee, which will be described in this paragraph and referred to as the first lien note and second lien note. The first lien note is in the principal amount of \$260,000.00, and is payable to the order of Wells Fargo Bank, N.A. The first lien note is secured by the first and superior vendor's lien and superior title retained in this deed for Wells Fargo Bank, N.A. and is also secured by a first lien deed of trust of even date from Grantee to Robert K. Fowler, Trustee. The second lien note is in the principal amount of \$32,500.00, and payable to the order of Frost Bank. The second lien note is secured by the second, subordinate, and inferior vendor's lien retained in this deed and by a second lien deed of trust of even date from Grantee to Dan J. Guarino, Trustee.

### PROPERTY (including any improvements):

Lot 2, Block 2, TERAVIDA SECTION 322A, PHASE 2, according to the map or plat thereof recorded in Document 2013088390, Official Records, Williamson County, Texas.

### RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This conveyance is made and accepted subject to all restrictions, covenants, conditions, rights-of-way, outstanding royalty and mineral reservations and easements, if any, affecting the above described property that are valid, existing and properly of record as of the date hereof and subject, further, to taxes for the year 2015 and subsequent years.

Grantor, for the consideration 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 hereby binds Grantor and Grantor's heirs, executors, administrators, successors and assigns 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, when the claim is by, through or under Grantor but not otherwise.

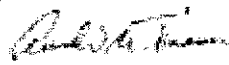
The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

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

Wells Fargo Bank, N.A. has advanced and paid to Grantor in cash that portion of the purchase price of the property that is evidenced by the first lien note. In consideration of that payment, Grantor retains a first and superior vendor's lien against and superior title to the property and transfers them to Wells Fargo Bank, N.A. Frost Bank has advanced and paid to Grantor in cash that portion of the purchase price of the property that is evidenced by the second lien note. In consideration of that payment, Grantor retains a second and inferior vendor's lien against and superior title to the property and transfers them to Frost Bank.

RH of Texas Limited Partnership, a Maryland  
limited partnership

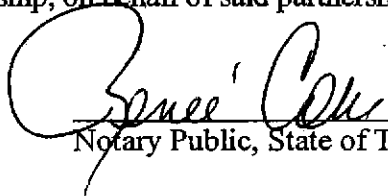
By: Ryland Homes of Texas, Inc., a Texas  
corporation, its General Partner

By:   
\_\_\_\_\_  
Andrew M. Tinana, Assistant Vice  
President

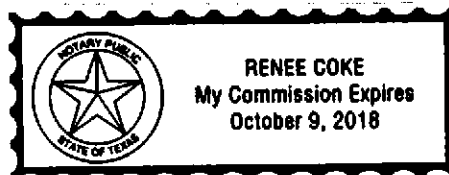
Acknowledgment

STATE OF TEXAS  
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 23rd day of Sept, 2015, by Andrew M. Tinana, Assistant Vice President of Ryland Homes of Texas, Inc., a Texas corporation, on behalf of said corporation, as General Partner of RH of Texas Limited Partnership, a Maryland limited partnership, on behalf of said partnership.

  
Notary Public, State of Texas

Prepared by:  
Hancock McGill & Bleau, LLLP  
Attorneys at Law  
File No. 18578-336



After Recording Return To:

Larry D. Hackney, Sr.  
Cindy L. Hackney  
1501 Daylily Loop  
Georgetown, Texas 78626  
2807 Stone Creek Pl.  
Round Rock, Tx 78681

Ds8578-fw

2015084949  
Electronically Recorded  
OFFICIAL PUBLIC RECORDS



Nancy E. Rister, County Clerk  
9/28/2015 9:41 AM

Pages: 3 Fee: \$29.00  
Williamson County Texas

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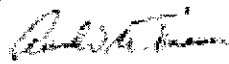
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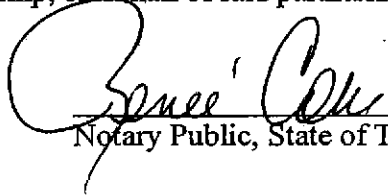
By: Ryland Homes of Texas, Inc., a Texas  
corporation, its General Partner

By:   
\_\_\_\_\_  
Andrew M. Tinana, Assistant Vice  
President

Acknowledgment

STATE OF TEXAS  
COUNTY OF WILLIAMSON

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Notary Public, State of Texas

Prepared by:  
Hancock McGill & Bleau, LLLP  
Attorneys at Law  
File No. 18578-336



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Cindy L. Hackney  
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Williamson County Texas