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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.

GENERAL WARRANTY DEED
(With Third Party Vendor's Lien)

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

THAT **MATTHEW A. ALLARD, AND WIFE, MELANIE K. HAUPT**, 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 **CYNTHIA FISHER, A SINGLE PERSON AND MICHAEL KANIN, A SINGLE PERSON**, hereinafter referred to as "Grantee" (whether one or more), the receipt and sufficiency of which are hereby acknowledged and confessed, and for the further consideration of the execution and delivery by Grantee of one certain Promissory Note of even date herewith, in the original principal sum of **One Hundred Fifty-Five Thousand Two Hundred And No/100 Dollars ($155,200.00)**, payable to the order of **AMERIPRO FUNDING, INC. DBA LAND MORTGAGE**, hereinafter called "Mortgagee"; said Promissory Note being secured by a Vendor's Lien and the Superior Title herein retained and reserved in favor of Grantor and assigned and conveyed, without recourse, to Mortgagee, and also being secured by a Deed of Trust of even date herewith from Grantee to **THOMAS E BLACK, JR**, Trustee, reference to said Promissory Note and Deed of Trust being hereby made for all purposes; Grantor has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, the following described real property, to-wit:

LOT 24, BLOCK F, SECTION TWO OF WINDSOR PARK, AN ADDITION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 91, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

together with all improvements thereon, if any, and all rights, privileges, tenements, hereditaments, rights of way, easements, appendages and appurtenances, in anyway appertaining thereto, and all right, title, and interest of Grantor in and to any streets, ways, alleys, strips or gores of land adjoining the above described property or any part thereof (hereinafter referred to as the "Property").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee and Grantee's heirs or assigns FOREVER. Grantor does hereby bind Grantor and Grantor's heirs, executors, and administrators TO WARRANT AND FOREVER DEFEND all and singular the said Property unto Grantee and Grantee's heirs and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

But it is expressly agreed that Grantor reserves and retains for Grantor, and Grantor's heirs and assigns, a Vendor's Lien, as well as the Superior Title, against the Property until the above described Promissory Note and all interest therein have been fully paid according to the terms thereof, when this Deed shall become absolute.

WHEREAS, Mortgagee, at the special instance and request of Grantee, having paid to Grantor a portion of the purchase price of the Property, as evidenced by the above described Promissory Note, Grantor hereby assigns, transfers, conveys and delivers, without recourse, to Mortgagee said Vendor's Lien and Superior Title against said Property to secure the payment of said Promissory Note, and subrogates Mortgagee to all rights and remedies of Grantor in the Property by virtue thereof.

To the extent applicable to and enforceable against the Property, this Deed is executed, delivered and accepted subject to the following: any liens described herein; ad valorem taxes for the current and all subsequent years, and subsequent assessments for prior years due to changes in land usage or ownership; zoning ordinances, utility district assessments, and standby fees, if any; all valid utility easements created by the dedication deed or plat of the platted subdivision in which the Property is located, covenants and restrictions common to the platted subdivision in which the Property is located, mineral reservations, and maintenance or assessment liens (if any), all as shown by the real property records of the County Clerk of the County in which said Property is located; and any title or rights asserted by anyone (including, but not limited to, persons, corporations, governments or other entities) to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or to any land extending from the line of the harbor or bulkhead lines as established or changed by any government or to filled-in lands, or artificial islands, or to riparian rights or other statutory water rights, or the rights or interests of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of vegetation or the right of access thereto, or right of easement along and across the same, if any.

The contract between Grantor, as the seller, and Grantee, as the 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. However, the warranty of title contained in this Deed is hereby expressly excluded from any limitations as to warranties contained in the contract referenced in this paragraph.

When this Deed is executed by more than one person, or when Grantee is more than one person, the instrument shall read as though pertinent verbs, nouns 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. The term "Mortgagee" shall include the Mortgagee's heirs, successors and assigns, as applicable.

DATED the **16TH** day of **JULY, 2009**.

MATTHEW A. ALLARD

MELANIE K. HAUPT

After Recording Return To Grantee
At GRANTEE'S MAILING ADDRESS:

CYNTHIA FISHER
1512 BROADMOOR DRIVE
AUSTIN, TX 78723

ACKNOWLEDGMENTS

The State of **TEXAS** §

County of **TRAVIS** §

This instrument was acknowledged before me on the 16 day of July, 2009 by **MATTHEW A. ALLARD. AND MELANIE K. HAUPT**

Marie C. Farber
Notary Public
State of Texas
My Commission Expires
November 24, 2012

Notary Public

My commission expires: **SEAL**

Notary's Name (printed)

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

2009 Jul 17 04:05 PM 2009121211

CLARKMM $24.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS