

AFTER RECORDING MAIL TO:

Matthew Clay Johnston and Joy Johnston
2113 Spring Hollow Path
Round Rock, TX 78681

Prepared By:

Robertson Anschutz Vettors, LLC
1500 CityWest Boulevard, Ste. 700
Houston, TX 77042

GENERAL WARRANTY DEED

15-PTC-2001417-ROETH

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.

THAT David P. Durden and spouse, Veronda L. Durden, hereinafter called "Grantor", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Matthew Clay Johnston and Joy Johnston, husband and wife, hereinafter called "Grantee", whose mailing address is 2113 Spring Hollow Path, Round Rock, TX 78681, the receipt and sufficiency of which is hereby acknowledged, and the further consideration of the execution and delivery by said Grantee of one certain Promissory Note in the principal sum of Three Hundred Seventy-Five Thousand Two Hundred Fifty Dollars (\$375,250.00), of even date herewith, payable to the order of Gateway Mortgage Group, a division of Gateway First Bank, hereinafter called "Mortgagee", bearing interest at the rate therein provided; said Note containing 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 Mortgagee, and also being secured by Deed of Trust of even date herewith from Grantee to Scott Gesell, Trustee, Grantor has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto said Grantee, the following described Property located in Williamson County, Texas, to-wit:

Lot 4, Block A, THE OAKLANDS, SECTION 1A, according to the map or plat thereof recorded in Cabinet G, Slide 170, Plat Records, Williamson County, Texas.

Together with Grantor's right, title and interest in all system memberships and/or ownership certificates in any non-municipal water and/or sewer systems serving said Property.

Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the Property hereinabove described, as evidenced by the above described Note, and thus said Vendor's Lien and Deed of Trust Lien against said Property securing the payment of said Note, are hereby assigned, transferred and delivered to Mortgagee, Grantor hereby conveying to said Mortgagee the said Superior Title to said Property, subrogating said Mortgagee to all the rights and remedies of Grantor in the Property by virtue of said liens.

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

NOTWITHSTANDING any provision in this general warranty deed to the contrary, Grantees acknowledges and agrees that Grantor has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (a) the value, nature, quality or condition of the Property; (b) the suitability of the Property for any and all activities and uses of purchaser; (c) the merchantability, profitability or fitness for a particular purpose of the Property; (d) the manner or quality of the construction or materials, if any, incorporated into the Property; and (e) the manner, quality, state of repair or lack of repair of the Property.

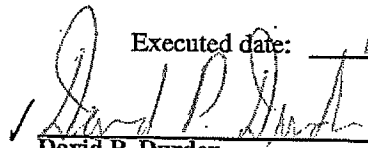
****THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK****

This conveyance is made subject to all and singular the restrictions, easements, exceptions, conditions and covenants, if any, applicable to and enforceable against the above-described Property as shown by the records of said County, as well as ad valorem taxes for current and subsequent years.

But it is expressly agreed that the Vendor's Lien and Superior Title is retained in favor of the Payee of said Note against the above-described Property and improvements, until said Note and all interest thereon shall have been fully paid according to the terms thereof, when this Deed shall become absolute.

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, nouns and pronouns were changed correspondingly, and when executed by or to a corporation, the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns".

Executed date: April 14, 2020



David P. Durden



Veronda L. Durden

State of Texas

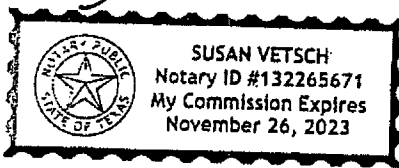
County of Williamson

This instrument was acknowledged before me on [Date] April 14th, 2020
by David P. Durden and Veronda L. Durden.

Notary Public: check the appropriate box - and only one box - as applicable to this notarial act:

- This notarial act is a traditional notarization. The person(s) acknowledging is/are physically appearing before me.
- This notarial act is an online notarization. The person(s) acknowledging is/are appearing before me by an interactive two-way audio and video communication that meets the online notarization requirements under Subchapter C, Chapter 406, TX Government Code, and rules adopted under that subchapter.

(Official Seal or Stamp)



Susan Vetsch
Notary Public (Signature of Notarial Officer)

Susan Vetsch, Notary Public
(Printed Name of Notarial Officer)

My commission expires: 11/26/2023

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2020038581

Pages: 5 Fee: \$33.00
04/16/2020 01:26 PM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas