

100092-AU15

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.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

DATE: June 29, 2015

GRANTOR: M/I Homes of Austin, LLC, a Ohio Limited Liability Company

GRANTOR'S MAILING ADDRESS:
1301 S. Capital of Texas Hwy., Suite B-315
Austin, TX 78746

GRANTEE: Paul Weakley and Amanda M Weakley, husband and wife

GRANTEE'S MAILING ADDRESS:
2713 Margarita Ct
Round Rock, TX 78665

CONSIDERATION: TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration to Grantor by Grantee, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of that certain promissory note of even date herewith in the original principal sum of **Three Hundred Three Thousand Two Hundred Forty** Dollars (U.S. \$303,240.00) (the "Note") payable to **M/I Financial, LLC**. The Note is by reference incorporated herein as fully and completely as if the same were here set forth verbatim.

PROPERTY:

Lot 23, Block AA, Paloma Lake Section 11, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Document No. 2014048966, Official Public Records of Williamson County, Texas.

together with any improvements thereon.

EXCEPTIONS TO CONVEYANCE AND WARRANTY: This conveyance is made subject to: (i) taxes, assessments and fees by any taxing authority, homeowners' association or district, if applicable, that are not yet due and payable, (ii) all easements, reservations, conditions, restrictions, covenants and other matters of public record, (iii) all reservations, conveyances and leases of all oil, gas, and other mineral, if any, as heretofore conveyed, granted, assigned, and/or reserved by predecessors in title, (iv) all reservations, conveyances and leases of water and/or water rights in, on, over, across, below and/or under the surface of the land, if any, heretofore conveyed, granted, assigned, and/or reserved by predecessors in title, (v) all matters that an accurate survey or

inspection of the Property would disclose, (vi) all applicable governmental requirements and restrictions, such as zoning and building codes, and (vii) the Vendor's Lien and Deed of Trust Lien described below.

Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty, hereby 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 and Grantee's heirs, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's 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 when the claim is by, through, or under Grantor but not otherwise, except as to the Exceptions to Conveyance and Warranty.

The vendor's lien, together with superior title remaining in Grantor as vendor (the "Vendor's Lien") is retained against the Property in favor of the holder of the Note ("Beneficiary") for the security of and until the full and final payment of the Note, when and whereupon this deed shall become absolute. The Vendor's Lien is hereby transferred to Beneficiary without recourse or warranty of any kind or nature. Payment of the Note is additionally secured by a lien on the Property (the "Deed of Trust Lien") created in that certain Deed of Trust dated of even date herewith, from Grantee to **James L. Robertson**, Trustee (the "Deed of Trust"). In the event of default in the payment of the Note, or in the event of default in the performance of any of the covenants or conditions in the Deed of Trust which on the part of the grantor therein are to be kept and performed, then Beneficiary will have the option to mature the Note and to foreclose the Vendor's Lien or the Deed of Trust Lien, or both of said liens, either under the power of sale contained in the Deed of Trust or by court proceedings, as Beneficiary may elect.

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

Seller: **M/I Homes of Austin, LLC**

By: 

Name: **William G. Peckman**

Title: **Division President**

THE STATE OF TEXAS

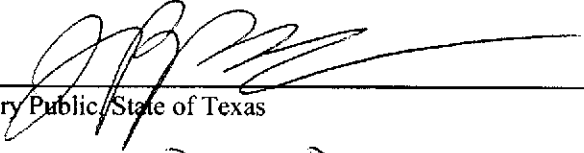
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COUNTY OF Williamson

This instrument was acknowledged before me on June 24, 2015
by William E. Peckman, Area President of **M/I Homes of Austin, LLC**, on behalf of
said **Limited Liability Company**

My Commission expires:

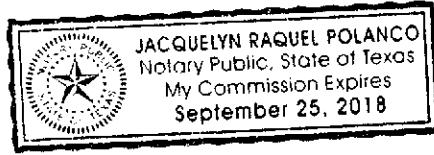
September 25, 2018




Notary Public/State of Texas
Jacquelyn Raquel Polanco

Printed Name of Notary Public

AFTER RECORDING, RETURN DOC TO:
Paul Weakley
2713 Margarita Ct
Round Rock, TX 78665



2015056033
Electronically Recorded
OFFICIAL PUBLIC RECORDS



Nancy E. Rister, County Clerk
7/2/2015 2:36 PM

Pages: 3 Fee: \$29.00
Williamson County Texas