

15/ITC/PTF/1415833-RRK

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: December 5, 2014

Grantor (whether one or more): Gehan Homes, Ltd., a Texas limited partnership

Grantor's Mailing Address: 14901 Quorum Drive, Suite 300
Dallas, Texas 75254

Grantee: John D. Woodall and Pamela J. Woodall,
married to each other

Grantee's Mailing Address: 2917 Windy Vane Drive
Pflugerville, Texas 78660

Lender: Advisa Mortgage Services, Ltd.

Lender's Mailing Address: 11011 Richmond Avenue, Suite 820
Houston, Texas 77042

Note:

Date: December 5, 2014

Amount: Two Hundred Eighty Thousand Seven Hundred
Two and No/100 Dollars (\$280,702.00)

Maker: John D. Woodall and Pamela J. Woodall

Payee: Advisa Mortgage Services, Ltd.

Property:

Lot 35, Block O, THE COMMONS AT ROWE LANE PHASE IV A, according to the map or plat thereof, recorded in Document No. 201400073, Official Public Records, Travis County, Texas.

Consideration:

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Ten and No/100 Dollars (\$10.00) and the execution and delivery of the Note by Grantee to Lender, and other valuable consideration, the receipt and sufficiency of which are acknowledged. The Note is secured by a Vendor's Lien retained in favor of Lender in the Deed of Trust of even date herewith from Grantee for the benefit of Lender.

Reservations from and Exceptions to Conveyance and Warranty:

(i) all matters on the ground that a true and correct survey and inspection of the Property would reveal, (ii) all easements, rights-of-way and prescriptive rights, whether of record or not, all instruments other than conveyances of record in the county where the Property is located to the full extent same are valid and subsisting and affect the Property, and zoning and other governmental laws and ordinances, (iii) the liens securing payment of all taxes and assessments and the liens, if any, securing payment of which Grantee assumes, and (iv) all matters stated herein.

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, successor or assigns, forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successor, and assigns, against any person 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 reservations from and exceptions to conveyance and Warranty.

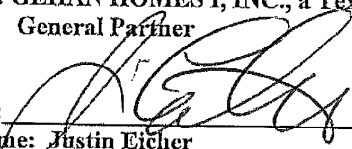
Lender, at Grantor's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the Note. The Vendor's Lien against and superior title to the Property are retained until the Note is fully paid according to the Note's terms, when this Deed shall become absolute. The Vendor's Lien against and superior title to the Property are retained for the benefit of Lender and are hereby transferred and assigned to Lender without recourse or warranty on Grantor.

EXCEPT FOR THE WARRANTY OF TITLE EXPRESSED ABOVE, BY ACCEPTANCE OF THIS DEED, GRANTEE AGREES TO ACCEPT THE LIMITED WARRANTY OF GRANTOR SPECIFICALLY PROVIDED FOR IN THE REAL ESTATE SALES AGREEMENT BY AND BETWEEN GRANTOR AND GRANTEE AS THE SOLE AND EXCLUSIVE WARRANTY OF GRANTOR AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY, EXCEPT AS EXPRESSLY PROVIDED FOR IN THE REAL ESTATE SALES AGREEMENT BY AND BETWEEN GRANTOR AND GRANTEE AND THE WARRANTY OF TITLE EXPRESSED ABOVE, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SPECIFICALLY NEGATES AND DISCLAIMS, AND GRANTEE HEREBY RELEASES AND WAIVES, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, ORAL, OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONSTRUCTION IN A GOOD AND WORKMANLIKE MANNER, REPAIR OR MODIFICATION, OR ADEQUACY OR SUITABILITY OF THE PLANS AND SPECIFICATIONS USED IN CONSTRUCTION OF THE PROPERTY.

GRANTOR:

GEHAN HOMES, LTD., a Texas limited partnership

By: GEHAN HOMES I, INC., a Texas corporation,
General Partner

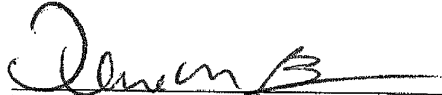
By: 
Name: Justin Eicher
Title: Austin Division President

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me this 5th day of December, 2014 by Justin Eicher, Austin Division President for GEHAN HOMES I, INC., a Texas corporation, General Partner of GEHAN HOMES, LTD., a Texas limited partnership, on behalf of said limited partnership.





Notary Public, State of Texas

AFTER RECORDING RETURN TO:

INDEPENDENCE TITLE COMPANY
101 E. Old Settler's Blvd., Suite 110
Round Rock, TX 78664



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS


DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
December 08 2014 11:47 AM

FEE: \$ 34.00 2014181884