

32-958470-KRM/BB

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

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON§

That MILESTONE COMMUNITY BUILDERS, LLC, a Texas limited liability company ("Grantor"), for the consideration hereinafter stated paid and secured to be paid by KENNETH M. PRATER and LATRICE R. PRATER, HUSBAND AND WIFE (whether one or more, "Grantee"), in the manner hereinafter stated, has GRANTED, SOLD, AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY, unto Grantee, subject to and upon the covenants, restrictions, limitations, conditions and other matters herein below stated, the following described property located in Williamson County, Texas, to-wit:

Lot 7, Block D, of CAUGHFIELD, PHASE 9, a subdivision in Williamson County, Texas, according to the map or plat recorded under Document Number 2019119008, of the Official Public Records of Williamson County, Texas (the "Property").

Except as provided in any express written limited warranty delivered from Grantor to Grantee, and the warranty of title set forth herein, there are no other warranties as to the Property or improvements located therein, written or oral, express or implied, including warranties of merchantability, warranties of fitness for a particular use, warranties of good and workmanlike construction, or warranties concerning geological or environmental matters, and all such warranties are expressly disclaimed by Grantor and waived by Grantee to the fullest extent allowed by law. Grantee hereby acknowledges and accepts the disclaimers set forth in the preceding sentence and waives any and all rights Grantee may have by virtue of the representations and warranties disclaimed. If applicable law does not permit such disclaimer, then any disclaimed warranties are limited in duration to one year and one day from the date of this deed, unless prohibited by applicable law.

This grant and conveyance is made and accepted subject to:

- (1) all restrictions, reservations, easements, covenants, conditions, and leases of record in Williamson County, Texas, or visible or apparent on the ground; and
- (2) ad valorem taxes for the current and all subsequent years.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, Grantee's successors and assigns,

forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof; so long as the claim is by, through, or under Grantor, but not otherwise, except, however, that this conveyance is made subject to those exceptions and obligations of Grantee hereinbefore stated in this Deed.

The consideration for this conveyance is as follows: A full valuable cash consideration to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, and for the payment of which no lien, express or implied, is retained against the Property, and one certain promissory note of even date herewith in the principal sum of **THREE HUNDRED SEVEN THOUSAND ONE HUNDRED EIGHTY-SEVEN AND NO/100 DOLLARS (\$307,187.00)** (the "Note") made, executed and delivered by Grantee, payable to the order of payable to the order of **HOME FINANCING UNLIMITED, INC. DBA MISSION MORTGAGE OF TEXAS, INC.**, a Texas corporation. The Note is by reference incorporated herein as fully and completely as if the same were here set forth verbatim. The vendor's lien, together with superior title remaining in Grantor, as vendor, 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, and superior title remaining in Grantor is hereby granted and conveyed to Beneficiary, without recourse or warranty of any kind or nature. Payment of the Note is additionally secured by a first lien deed of trust lien on the Property created in that certain deed of trust of even date herewith from Grantee to **MICHAEL BURNS, ATTORNEY AT LAW**, 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 contained in the Deed of Trust which on the part of the grantor therein are to be kept and performed, then Beneficiary shall have the option to mature the Note and to foreclose the vendor's lien herein retained or the Deed of Trust lien which secures the payment of the Note, 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.

Grantee's address: **KENNETH M. PRATER and LATRICE R. PRATER**
304 Somerville Street
Leander, Texas 78641

[SIGNATURE AND ACKNOWLEDGMENT PAGE FOLLOWS]

EXECUTED to be effective as of the 28 day of MAY, 2021

GRANTOR:

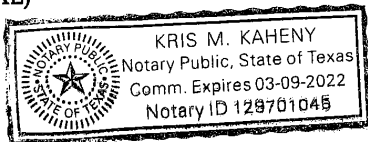
MILESTONE COMMUNITY BUILDERS, LLC,
a Texas limited liability company

By: *Terry LaGrone*
Printed Name: Terry LaGrone
Title: Vice President of Accounting and Authorized Representative

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 28 day of MAY, 2021 by TERRY LAGRONE, Vice President of Accounting and Authorized Representative of MILESTONE COMMUNITY BUILDERS, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)



Kris M. Kaheny
Notary Public Signature



**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2021081457

Pages: 4 Fee: \$29.00
06/01/2021 02:58 PM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas