

**GENERAL WARRANTY DEED
with Vendor's Lien**

15/ITC/GFH # 1526553 BOK/LE 38-

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.

STATE OF TEXAS

§

COUNTY OF CALDWELL

§

DATE:

September 4, 2015 TO BE EFFECTIVE 9-8-2015

GRANTOR:

Diane Holley, a single woman

GRANTOR'S ADDRESS:

17705 CROSS ST.
JANES TOWN TX 78645

GRANTEE:

Comanche Way, LLC,
a Texas limited liability company

GRANTEE'S ADDRESS:

500 Comanche Way
Dale, Tx 78616

LENDER:

Edwin Freedman

LENDER'S ADDRESS:

4545 Bissonnet, Suite 100
Bellaire, TX 77401

CONSIDERATION:

TEN DOLLARS (\$10.00) cash and other good and valuable consideration, together with the further consideration of the execution and delivery by Grantee of the Note to Lender, further identified below.

REAL PROPERTY
(INCLUDING ANY IMPROVEMENTS)
[THE "PROPERTY" HEREIN]:

TRACT 1:
Being 24.980 acres of land, more or less, out of the PABLO MARTINEZ SURVEY, ABSTRACT NO.181, Caldwell County, Texas, being that same tract of land conveyed to Diane Holley and described in Warranty Deed recorded in Volume 497, Page 349, Official Public Records, Caldwell County, Texas.

TRACT 2:
A non-exclusive easement for access and utilities, out of the PABLO MARTINEZ SURVEY, ABSTRACT NO. 181, Caldwell County, Texas, being more particularly described as First Tract in that Warranty Deed recorded in Volume 375, Page 502, Deed Records, Caldwell County, Texas.

TRACT 3:
A non-exclusive easement for access and utilities, out of the PABLO MARTINEZ SURVEY, ABSTRACT NO. 181, Caldwell County, Texas, being more particularly described as Second Tract in that Warranty Deed recorded in Volume 375, Page 502, Deed Records, Caldwell County, Texas.

RESERVATIONS FROM CONVEYANCE & WARRANTY:
None.

EXCEPTIONS TO CONVEYANCE & WARRANTY:
Those matters permitted by the purchase and sale agreement between Grantor (as seller) and Grantee (as buyer) regarding the Property, but only to the extent those matters are applicable to the Property.

VENDOR'S LIEN:
It is expressly agreed that a VENDOR'S LIEN, as well as the superior title in and to the Property, is retained against the Property, premises, and improvements until the below-described Note and all interest thereon are fully paid according to the face, tenor, effect, and reading thereof, when this Deed shall become absolute.

ASSIGNMENT OF VENDOR'S LIEN (3RD-PARTY LENDER FINANCING):
Lender, at the instance and request of Grantee, advanced and paid in cash to Grantor that portion of the purchase price of the Property as is evidenced by a note (the "Note") of even date herewith that is in the principal amount of **\$250,000.00** in partial consideration for the purchase of the Property; THEREFORE, the Vendor's Lien, together with the superior title to the Property, is retained herein for the benefit of Lender and both are hereby TRANSFERRED and ASSIGNED to Lender.

DEED OF TRUST:

In order to secure the payment of the Note, Grantee has executed and delivered a Deed of Trust conveying title to **Bradley E. Rauch**, Trustee, for the benefit of Lender.

AD VALOREM TAXES:

Ad valorem taxes for the Property for the current year having been prorated between Grantor and Grantee, payment thereof is assumed by Grantee.

CONVEYANCE:

Grantor, for the consideration and subject to the Reservations From Conveyance and Warranty and Exceptions to Conveyance and Warranty set forth above, GRANTS, SELLS, and CONVEYS to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, TO HAVE AND HOLD it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations From Conveyance and Warranty and Exceptions to Conveyance and Warranty set forth above.

TERMS:

When the context requires, singular nouns and pronouns include the plural; and masculine forms include the feminine.

GRANTOR:

Diane Holley
Diane Holley

NOTARY ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on September 4th, 2015, by Diane Holley.

[Notary seal]



Elizabeth Joan Elford
Notary Public in and for the State of Texas

After Recording, Please Return to:
Independence Title Company
Barton Oaks Plaza II
901 S. Mopac Expressway, Suite 150
Austin, Texas 78746
Attention: Elizabeth Elford
GF# 1526553

FILED AND RECORDED

Instrument Number: 2015-006205 WARRANTY DEED

Filing and Recording Date: 09/09/2015 02:16:21 PM Pages: 5 Recording Fee: \$38.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Caldwell County, Texas.



Carol Holcomb

Carol Holcomb, County Clerk
Caldwell County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

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