

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.

GF No.: 140-160204974

GENERAL WARRANTY DEED

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

THAT CONTINENTAL HOMES OF TEXAS, L.P., a Texas Limited Partnership, hereinafter referred to as "Grantor" (whether one or more), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by **DAVID KACZKOFKY AND CATHERINE KACZKOFKY, HUSBAND AND WIFE**, whose mailing address is **513 BUTTERMILK LANE, LEANDER, TEXAS 78641**, hereinafter referred to as "Grantee" (whether one or more), the receipt and sufficiency of which is hereby acknowledged and confessed, and for the further consideration of the execution and delivery by said Grantee of one certain Promissory Note in the original principal sum of **\$263,572.00**, of even date herewith, payable to the order of **DHI MORTGAGE COMPANY, LTD.**, hereinafter called "Mortgagee," and bearing interest at the rate therein provided; said Note containing an attorney's fee clause and acceleration of maturity clause in case of default, and being secured by Vendor's Lien and Superior Title retained herein in favor of said Grantor and assigned to Mortgagee, and also being secured by a Deed of Trust of even date herewith from Grantee to **RANDALL C. PRESENT**, Trustee; and

WHEREAS, Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the property hereinafter described, as evidenced by the above described Promissory Note, and said Vendor's Lien and Superior Title against said property securing the payment of said Promissory Note are hereby assigned, transferred and delivered without recourse to Mortgagee, Grantor hereby conveying to said Mortgagee the said Superior Title to said property, subrogating said Mortgagee to all rights and remedies of Grantor in the premises by virtue of said liens;

And Grantor has BARGAINED, SOLD, GRANTED AND CONVEYED, and by these presents does BARGAIN, SELL, GRANT AND CONVEY, unto said Grantee, the following described real property, to wit:

LOT 6, BLOCK G, NORTHSIDE MEADOW, PHASE 2, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN DOCUMENT NO. 2014097500, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS

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

The contract between Grantor as the seller and Grantee as the buyer may contain limitations as to warranties; to the extent said contract provides for such limitations to survive this conveyance they shall be deemed incorporated herein by reference. The warranty of title contained in this Deed is hereby expressly excluded from the limitations referenced in this paragraph.

Taxes of every nature for the current year have been prorated and are assumed by GRANTEE. This conveyance is made subject to, all and singular, the restrictions, mineral reservations, royalties, conditions, easements, and covenants, if any, applicable to and enforceable against the above-described property as reflected by the records of the County Clerk of the aforesaid County.

But it is expressly agreed that the Grantor herein reserves and retains for Grantor and Grantor's heirs and assigns, a Vendor's Lien, as well as the Superior Title, against the above described property, premises and improvements, until the above described Promissory Note and all interest thereon have been fully paid according to the terms thereof, when this Deed shall become absolute, which Vendor's Lien and Superior Title have been assigned, transferred, and delivered without recourse to Mortgagee as set forth above.

WHEN this Deed is executed by more than one person, or when the GRANTOR or GRANTEE is more than one person, the instrument shall read as though pertinent verbs, nouns and pronouns were changed to correspond; and when executed by or to a legal entity other than a natural person, the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns." Reference to any gender shall include either gender and, in the case of a legal entity other than a natural person, shall include the neuter gender, all as the case may be.

DATED the 29 day of June, 20 16.

CONTINENTAL HOMES OF TEXAS, L.P., a Texas Limited Partnership

By: **CHTEX OF TEXAS, INC., a Corporation, General Partner**

By: *Norma L. Andrus*
Name: NORMA L. ANDRUS, ASSISTANT SECRETARY
Its: _____

STATE OF Texas
COUNTY OF Williamson

This instrument was acknowledged before me on the 29 day of June, 20 16, by NORMA L. ANDRUS, ASSISTANT SECRETARY of **CHTEX OF TEXAS, INC., a Corporation, General Partner of CONTINENTAL HOMES OF TEXAS, L.P., a Texas Limited Partnership, on behalf of said LIMITED PARTNERSHIP.**



Savannah Danielle Neely
Notary Public

After Recording Return To:
DAVID KACZKOFISKY
CATHERINE KACZKOFISKY
513 BUTTERMILK LANE
LEANDER, TEXAS 78641

2016058414
Electronically Recorded
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

Nancy E. Rister, County Clerk
6/30/2016 12:46 PM

Pages: 2 Fee: \$ 25.00
Williamson County Texas