ELECTRONICALLY RECORDED 2011189972

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AFTER RECORDING MAIL TO:
Kelly Lipscomb
P.O. Box 684608
Austin, TX 78768

M664-11-00424 MAL
3-0202-0315

Prepared By:
Robertson & Anschutz
10333 Richmond Avenue, Suite 550
Houston, TX 77042

GENERAL WARRANTY DEED

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 §
§ ss.: KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF Travis §

*Single since acquisition

THAT **Mary Pat Helton***, hereinafter called "Grantor", for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by **Kelly Lipscomb, a single man,** hereinafter called "Grantee", whose mailing address is **P.O. Box 684608, Austin, TX 78768,** the receipt and sufficiency of which is hereby acknowledged, and the further consideration of the execution and delivery by said Grantee of one certain Promissory Note in the principal sum of **Two Hundred Eighty-Seven Thousand Two Hundred** Dollars **($287,200.00)**, of even date herewith, payable to the order of **Capstar Lending, LLC,** hereinafter called "Mortgagee", bearing interest at the rate therein provided; said Note containing attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by Vendor's Lien and Superior Title retained herein in favor of said Mortgagee, and also being secured by Deed of Trust of even date herewith from Grantee to **Ruth W. Garner,** Trustee, Grantor has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto said Grantee, the following described Property located in **Travis** County, Texas, to-wit:

Lot Sixteen (16), in Block Five (5), of Blue Bonnet Hills Add. Being the Paul H. Pfeifer Subdivision, a subdivision in Travis County, Texas according to the map or plat thereof recorded in Volume 3, Page 139, of the Plat Records of Travis County, Texas

Together with Grantor's right, title and interest in all system memberships and/or ownership certificates in any non-municipal water and/or sewer systems serving said Property.

Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the Property hereinabove described, as evidenced by the above described Note, and thus said Vendor's

Lien and Deed of Trust Lien against said Property securing the payment of said Note, are hereby assigned, transferred and delivered to Mortgagee, Grantor hereby conveying to said Mortgagee the said Superior Title to said property, subrogating said Mortgagee to all the rights and remedies of Grantor in the Property by virtue of said liens.

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

NOTWITHSTANDING any provision in this general warranty deed to the contrary, Grantees acknowledges and agrees that Grantor has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (a) the value, nature, quality or condition of the Property; (b) the suitability of the Property for any and all activities and uses of purchaser; (c) the merchantability, profitability or fitness for a particular purpose of the Property; (d) the manner or quality of the construction or materials, if any, incorporated into the Property; and (e) the manner, quality, state of repair or lack of repair of the Property.

This conveyance is made subject to all and singular the restrictions, easements, exceptions, conditions and covenants, if any, applicable to and enforceable against the above-described Property as shown by the records of said County, as well as ad valorem taxes for current and subsequent years.

But it is expressly agreed that the Vendor's Lien and Superior Title is retained in favor of the Payee of said Note against the above-described Property and improvements, until said Note and all interest thereon shall have been fully paid according to the terms thereof, when this Deed shall become absolute.

When this Deed is executed by more than one person, or when the Grantee is more than one person, the instrument shall read as though pertinent verbs, nouns and pronouns were changed correspondingly, and when executed by or to a corporation, the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns".

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EXECUTED this 22nd day of Dec 2011

Seller: **Mary Pat Helton** Mary Pat Helton by Elizabeth Brooks attorney in fact by Elizabeth Brooks, her agent and attorney in fact

INDIVIDUAL(S) ACKNOWLEDGEMENT

STATE OF TEXAS, Travis County ss:

This instrument was acknowledged before me on 12-22-11, by Elizabeth Brooks, agent and attorney in fact on behalf of Mary Pat Helton

M. A. LIEBES NOTARY PUBLIC STATE OF TEXAS COMMISSION 09-19-2013 EXPIRATION

Notary Public

Printed Name of Notary Public

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
December 28 2011 02:13 PM
FEE: $ 24.00 **2011189972**