

WARRANTY DEED WITH VENDOR'S LIEN

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: February 26, 2021

Grantor (whether one or more): Gehan Homes, Ltd., a Texas limited partnership
Grantor's Mailing Address: 15725 N. Dallas Parkway, Suite 300
Addison, TX 75001

Grantee: Tyler Christian Goetz and Kristina Sue Kent, husband and wife
Grantee's Mailing Address: 639 Pheasant Hill Lane
Georgetown, TX 78628

First Lender: Advisa Mortgage Services, Ltd.

First Lender's Mailing Address: 11011 Richmond Ave., Ste 820
Houston, TX 77042

First Note:

Date: February 26, 2021

Amount: Three Hundred Thirty Thousand Six Hundred Eighty-Four And No/100 Dollars (\$330,684.00)

Maker: Tyler Christian Goetz and Kristina Sue Kent

Payee: Advisa Mortgage Services, Ltd.

Property:

Lot 6, Block U, OAKS AT SAN GABRIEL SECTION TEN, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Document No. 2020052019, Official Public Records of Williamson County, Texas.

Consideration:

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 by, through, or under Grantor, but not otherwise, except as to the reservations from and exceptions to conveyance and Warranty.

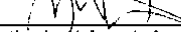
First Lender, at Grantor's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the First Note. The First and Superior Vendor's Lien against and superior title to the Property are retained until the First Note is fully paid according to the First Note's terms, when this Deed shall become absolute. The First and Superior Vendor's Lien against and superior title to the Property are retained for the benefit of First Lender and are hereby transferred and assigned to First 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:

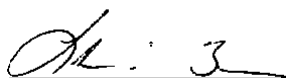
Gehan Homes, Ltd., a Texas limited partnership

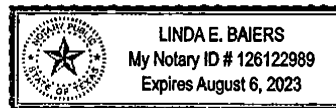
By: Gehan Homes, I, Inc., a Texas corporation,
its General Partner

BY: 
Authorized Agent, Austin Division

Tom Stevenson, Division President

Subscribed and sworn to before me, the undersigned authority, this 26th day of February 2021, by Tom Stevenson, Division President of Gehan Homes I, Inc., a Texas corporation, General Partner of Gehan Homes, Ltd., a Texas limited partnership.


Notary Public in and for the State of Texas



AFTER RECORDING RETURN TO:
Empire Title Co., LTD
3815 S. Capital of Texas Hwy, Ste 100
Austin, TX 78704
GF No.: 2020-2681-04

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2021027870

Pages: 3 Fee: \$25.00
03/01/2021 12:17 PM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas