

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.

WARRANTY DEED WITH VENDOR'S LIEN

Date: March 28, 2024

Grantor: MICHAEL RUSSELL as TRUSTEE of the Horizon Trust dated October 26, 2017

Grantor's Mailing Address: 805 Craddock St, Copperas Cove, TX 76522

Grantee: SHANNON LEIGH LOMBARDO and ROSARIO LOMBARDO III,
a married couple

Grantee's Mailing Address: 6805 CR 2001, Lampasas, TX 76530

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of AgTrust, ACA, as agent or nominee on behalf of its wholly-owned subsidiaries, AgTrust, FLCA and/or AgTrust, PCA, as their interests may appear, in the principal amount of FOUR HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$440,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of AgTrust, ACA, as agent or nominee on behalf of its wholly-owned subsidiaries, AgTrust, FLCA and/or AgTrust, PCA, as their interests may appear, and by a first-lien deed of trust of even date from Grantee to JOE H. HAYMAN, Trustee.

Property (including any improvements):

Being 30.50 acres, more or less, of the JOHN M. BRYSON SURVEY, ABSTRACT NO. 26, Lampasas County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to liens described as part of the Consideration; all validly existing easements, rights-of-way and prescriptive rights, whether of record or not; all presently recorded and validly existing leases, grants, exceptions or reservations of coal, lignite, oil, gas and other mineral and/or royalty interests and leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; taxes and assessments by any taxing authority for the year 2024 and subsequent years, and subsequent taxes and assessments by any taxing authority for periods

prior to closing due to this change in ownership or Grantee's use of the Property after closing; any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments, or other entities, to (1) tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, (2) lands beyond the line of the harbor or bulkhead lines as established or changed by any government, (3) filled-in lands or artificial islands, (4) statutory water rights, including riparian rights, or (5) the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area; and any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, 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 the Exceptions to Conveyance and Warranty.


The VENDOR'S LIEN against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

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 closing, they shall be deemed incorporated herein by reference. However, the warranty of title contained in this Deed is hereby expressly excluded from any limitations as to warranties contained in the contract referenced in this paragraph.

AgTrust, ACA, as agent or nominee on behalf of its wholly-owned subsidiaries, AgTrust, FLCA and/or AgTrust, PCA, as their interests may appear, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of AgTrust, ACA, as agent or nominee on behalf of its wholly-owned subsidiaries, AgTrust, FLCA and/or AgTrust, PCA, as their interests may appear, and are transferred to AgTrust, ACA, as agent or nominee on behalf of its wholly-owned subsidiaries, AgTrust, FLCA and/or AgTrust, PCA, as their interest may appear, without recourse against Grantor.

When the context requires, singular nouns and pronouns include the plural.

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MICHAEL RUSSELL as TRUSTEE
of the Horizon Trust dated October 26, 2017

Acknowledgement

STATE OF TEXAS)

COUNTY OF LAMPASAS)

This instrument was acknowledged before me on March 28th, 2024, by
MICHAEL RUSSELL as TRUSTEE of the Horizon Trust dated October 26, 2017.



Briana Boshears
Printed Name: Briana Boshears
Notary Public, State of Texas
My commission expires: 1.4.27

AFTER RECORDING RETURN TO:
Independence Title Company
703 S. Western Ave.
Lampasas, Texas 76550
Tel: (512) 556-3607

EXHIBIT A: LEGAL DESCRIPTION OF 30.50 ACRES

BEING 30.50 acres of land out of the John M. Bryson Survey, Abstract No. 26, Lampasas County, Texas, and being a portion of that tract described in a General Warranty Deed to Jason McGregor and Dena McGregor dated April 6, 2018 and recorded in Volume 541, Page 192 of the Deed Records of Lampasas County and bounds as follows:

BEGINNING at a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" found in the southwesterly margin of County Road 2001 and the northeasterly line of said McGregor tract and being the northwest corner of this tract from which a pipe fence corner post found for the most northerly corner of said McGregor tract bears N 61°23'14" W 2244.43 feet;

THENCE: with the southwesterly margin of County Road 2001 and the northeasterly line of said McGregor tract and this tract the following courses and distances:

1. S 60° 36' 05" E 446.40 feet to a 1/2" iron pin with a yellow plastic cap inscribed "Maples RPLS 5043" found,
2. S 60° 20' 39" E 184.67 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set for the northeast corner of this tract, from which a 1/2" iron pin with a yellow plastic cap inscribed "Maples RPLS 5043" found for the southeast corner of said McGregor tract bears S 59°56'08" E 3071.77 feet;

THENCE: S 30° 14' 13" W 2360.56 feet across said McGregor tract to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" set in the east line of that tract described in a Warranty Deed to Michael L. Joseph, et ux, dated September 10, 1992 and recorded in Volume 295, Page 165 of said deed records and in the west line of said McGregor tract and being the most southerly corner of this tract, from which a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" found for the southwest corner of said McGregor tract bears S 20°58'09" E 914.15 feet;

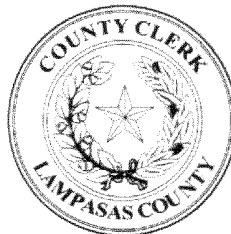
THENCE: N 21°14'29" W 806.52 feet with the west line of said McGregor tract to a 1/2" iron pin with a yellow plastic cap inscribed "CCC 4835" found and being the most westerly corner of this tract;

THENCE: N 30°14'29" E 1849.85 feet crossing said McGregor tract to the Point of Beginning.

After recording return to:
Independence Title
703 S. Western
Lampasas, TX 76550

201213
FILED FOR RECORD
◇ 1:00 PM
APR 09 2024

DIANNE MILLER, COUNTY CLERK
LAMPASAS, LAMPASAS COUNTY
Dianne Miller, DEPUTY



I, Dianne Miller,
County Clerk of Lampasas County,
do hereby certify that this instrument,
with its certificate of authentication,
was filed and recorded in my office on

April 9, 2024 at 5:51 P.M.

Public Records of Lampasas County
INSTRUMENT # 201213

Witness my hand and seal of the County Court of Lampasas
County, Texas, Dianne Miller, Lampasas County Clerk

By: *Dianne Miller*, Deputy