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OFFICIAL PUBLIC RECORDS
Dyana Limon-Mercado, County Clerk
Travis County, Texas
May 30, 2025 09:03 AM Fee: $33.00
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WARRANTY DEED WITH VENDOR'S LIEN

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.

THE STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF **TRAVIS** §

THAT **BAT CITY FINANCIAL, LLC**, 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, **GROWTH LEGACY HOMES LLC, A TEXAS LIMITED LIABILITY COMPANY**, whose address is **5900 BALCONES DRIVE, SUITE 100, AUSTIN, TX 78731**, 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 **$613,665.00**, bearing even date herewith, payable to the order of **212 LOANS, LLC** hereinafter called "Mortgagee," 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 **JEFFERY W. LAIRD OR ANGELA ZAVALA OR MICHELLE JONES, TRUSTEE**; and

WHEREAS, Mortgagee has, at the special instance and request of Grantee, paid **$488,665.00** to Grantor as a portion of the purchase price of the property hereinafter described, as evidenced by the above described Promissory Note, said Vendor's Lien and Superior Title against said property securing the payment of said Promissory Note, to the extent of **$488,665.00**, 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 GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto said Grantee, the following described real property owned by Grantor, to-wit:

Lot 7, BALCONES HILLS SECTION TWO, a subdivision in Travis County, Texas according to the map or plat recorded in Volume 36, Page 28, of the Plat Records of Travis 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.

All taxes assessed against the Property for the current year have been prorated between the parties, and Grantee hereby assumes and agrees to pay such taxes in full.

This Deed is executed, delivered and accepted subject to all and singular any liens securing the payment of any debt created or assumed in connection herewith if such liens are described herein, ad valorem taxes for the current and all subsequent years, subsequent assessments for prior years due to changes in land usage or ownership, zoning ordinances, utility district assessments and standby fees, if any, restrictions, easements, covenants, and conditions applicable to and enforceable against the above described property, mineral and royalty reservations, maintenance fund liens, and any title or rights asserted by anyone, including, but not limited to, persons, corporations, governments or other entities to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or to any land extending from the line of the harbor or bulkhead lines as established or changed by any government or to filled-in lands, or artificial islands, or to riparian rights or other statutory water rights, or the rights or interests of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of

vegetation or the right of access thereto, or right of easement along and across the same, if any, applicable to and enforceable against the above described property as shown by the records of the County Clerk of the County in which said real property is located.

But it is expressly agreed that the Grantor herein reserves and retains for Grantor and Grantor's heirs and assigns, as well as the Superior Title to the extent of **$488,665.00**, 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.

The contract covering the sale and purchase of the herein described and conveyed property 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.

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 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 **MAY 28, 2025.**

BAT CITY FINANCIAL, LLC

(Signature)
Printed Name: Tanner Schmidt
Title: Authorized Signatory

THE STATE OF Texas §

COUNTY OF Travis §

This instrument was acknowledged before me on May 28, 2025, by Tanner Schmidt, Authorized Signatory of **BAT CITY FINANCIAL, LLC**, on behalf of said **LIMITED LIABILITY COMPANY.**

April E. Stanton

Notary Public

April E. Stanton
Notary Public, State of Texas
Comm. Expires 01/29/2026
Notary ID 12892481-4

Grantee's Mailing Address and Return Address:
GROWTH LEGACY HOMES LLC

5900 BALCONES DRIVE, SUITE 100
AUSTIN, TX 78731

Prepared by:
The Laird Law Firm, P.C.
1512 Heights Blvd.
Houston, Texas 77008