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.

# GENERAL WARRANTY DEED WITH VENDOR'S LIEN

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF TRAVIS §

THAT, JACOB THOMAS AND LOVELY THOMAS ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid by 2018 ALICE STREET-SOUTHLAWN, LP, a Texas limited partnership ("Grantee"), whose address is 603 W. 8th Street, Austin, Texas 78701, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor and a note of even date herewith executed by Grantee payable to the order of Green Bank, N.A. ("Lender"), the note being secured in whole or in part by vendor's lien and superior title retained in favor of Lender in this deed and also secured by a deed of trust of even date herewith from Grantee to Geoffrey D. Greenwade, Trustee, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto Grantee, that certain tract of real property situated in Travis County, Texas, and described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with all and singular the rights, privileges, hereditaments, and appurtenances pertaining to such real property, including any and all improvements and fixtures currently attached to and located thereon (the "Property").

The conveyance of the Property is being made by Grantor and accepted by Grantee subject to the matters (the "Permitted Exceptions") set forth in Exhibit "B" attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee's successors and assigns forever; Grantor does hereby bind Grantor and Grantor's heirs, executors, administrators, legal representatives, successors, and assigns to warrant and forever defend, all and singular, the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject however, to the Permitted Exceptions.

The vendor's lien and superior title to the Property are retained until the note described herein is fully paid according to its terms, at which time this deed shall become absolute. The vendor's lien and superior title are transferred to Lender without recourse on Grantor.

[The remainder of this page is intentionally blank.]

EXECUTED to be effective the day of October, 2018.
GRANTOR:
Jacob Thomas  Lovely Romas  LOVELY THOMAS
STATE OF TEXAS   COUNTY OF   The foregoing instrument was acknowledged before me this day of October, 2018, by Jacob Thomas.  CHRISTINE B KARNAUCH 4934931  NOTARY PUBLIC, STATE OF TEXAS MY COMMISSION EXPIRES MY COMMISSION EXPIRES MARCH 28, 2022  MARCH 28, 2022
STATE OF TEXAS   COUNTY OF   S  The foregoing instrument was acknowledged before me this   M  day of October, 2018, by Lovely   Thomas.

CHRISTINE B KARNAUCH
4934931
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 28, 2022

WARRY MARCH 28, 2022

Notary Public, State of Texas

### **EXHIBIT "A"**

#### LEGAL DESCRIPTION

A tract or parcel of land containing 38,175 square feet (0.8764 acre) more or less, being part of Lots 8 thru 17, in Block 2, of Southlawn Addition, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 5, Page 46 of the Map Records of Harris County, Texas, said Lots 8 thru 12, in Block 2 having been conveyed to City of Houston by deed filed in Volume 3257, Page 264 of the Harris County Deed Records (H.C.D.R.), while Lots 13 thru 17, in Block 2 were conveyed to City of Houston by deed filed in Volume 3257, Page 259, H.C.D.R., said 38,175 square foot tract being further located in the L. Gladitch Survey, Abstract No. 307, and being more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8-inch iron rod marking the common south corner of Lots 17 and 18 of said Block 2 and located in the existing north right-of-way line of Southlawn Avenue, 40 feet wide; thence N 170 28' 47" E 10.00 feet along the common line of said Lots 17 and 18, to a set 5/8-inch iron rod in the proposed north right-of-way line of Southlawn Avenue, for the southeast corner of the tract described herein;

THENCE N 72° 31' 13" W, a distance of 225.00 feet along a line parallel with and 10.00 feet northerly of the existing north right-of-way line of Southlawn Avenue, to a set 5/8-inch iron rod for a proposed cut-back corner;

THENCE N 27° 31' 13" W, a distance of 21.21 feet along the proposed cut-back corner line, to a set 5/8-inch iron rod for a second proposed cut-back corner; from said set 5/8-inch iron rod a found 5/8-inch iron rod marking the northeast corner of the intersection of Southlawn Avenue and Raymond Street, 40 feet wide, bears N 72° 31' 13" W, 10.00 feet, thence S 17° 28' 47" W, 25.00 feet;

THENCE N 17° 28' 47" E, a distance of 130.00 feet along the proposed east right-of-way line of Raymond Street, parallel with and 10.00 feet easterly of the existing east right-of- way line of Raymond Street, to a set 5/8-inch iron rod for cut-back corner;

THENCE N 62° 28' 47" E, a distance of 21.21 feet along the proposed cut-back corner line, to a set 5/8-inch iron rod for another proposed cut-back corner;

THENCE S 72° 31' 13" E, a distance of 225.00 feet along the proposed south right-of-way line of Warren Avenue, parallel with and 30.00 feet south of the existing south right-of- way line of Warren Avenue, existing 30.00 feet wide, to a set 5/8-inch iron rod in the common line of Lots 7 and 8 of said Block 2, said iron rod being the northeast corner of the tract described herein;

THENCE S 17° 28' 47" W, a distance of 160.00 feet along the common line of said Lots 7 and 8 and said Lots 17 and 18 consecutively, and with a 6-foot high cyclone fence more or less, to the Place of Beginning and Containing 38,175 square feet (0.8764 acre) of land, more or less.

# **EXHIBIT "B"**

# PERMITTED EXCEPTIONS

- 1. Covenants, conditions and restrictions recorded in/under Clerk's File No. 20070717786 of the Real Property Records of Harris County, Texas.
- 2. Residential Lease Agreement dated January 31, 2018 between Jacob and Lovely Thomas and Yvonne and Henry Daniels.
- 3. The following as shown on survey dated August 13, 2015, last updated June 26, 2018, prepared by David E. King, R.P.L.S. No. 6272, on behalf of Overland Surveyors, as Job No. 1508004523:
  - a) Ten (10) foot wide building setback along the Northerly, Westerly, and Southerly property lines, as set forth in instrument recorded under Harris County Clerk's File No. N253886;
  - b) The following items are outside the property line:
    - 1) Iron fence;
    - 2) Concrete patio;
    - 3) One story frame building;
    - 4) Concrete sidewalk; and
    - 5) Concrete driveway
  - c) One story frame building encroaches ten (10) foot wide building setback.

RP-2018-466254
# Pages 5
10/11/2018 11:49 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$28.00

RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

OF HARRIS COUNTY, LIMITO & SHITTING

COUNTY CLERK HARRIS COUNTY, TEXAS

Stan Stanart