**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**

|  |  |
| --- | --- |
| **STATE OF TEXAS** | **§** |
|  | **§ Know All Men By These Presents:** |
| **COUNTY OF {{ county }}** | **§** |

THAT **{{ client.name }} and {{ spouse.name }}**, husband and wife, of {{ address.county }}, Texas (hereinafter referred to as “**Grantors**”), for and in consideration of the sum of TEN and NO/100 DOLLARS ($10.00) cash and other good and valuable consideration in hand paid by **{{ client.name }} and {{ spouse.name }}, Trustees of the {{ trust\_name }}** (hereinafter referred to as “**Grantee**”), such trust having been established under that certain revocable trust agreement dated {{ trust\_date }}, by and between {{ client.name }} and {{ trust\_name }}, as Trustors and as Trustees, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee, all of Grantors’ interest in and to the following real property together with all improvements situated thereon (such interest is hereinafter referred to as “Subject Property”):

Situs Address: {{ address.address }}, {{ address.city }}, {{ address.state }} {{ address.zip }}

Grantors do hereby convey the Subject Property together with all rights, titles and interests of Grantors in and to any roads, easements, streets and rights-of-way within, adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards, reservations and remainders, and together with each and every right, privilege, hereditament and appurtenance in anywise incident or appertaining to the Subject Property. The term Subject Property shall refer to and include the property described in this paragraph.

The conveyance made hereby, and the warranties made hereunder, are made by Grantors and accepted by Grantee subject to the following matters, to the extent same are in effect at this time: any and all restrictions, covenants, conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in {{ address.county }}, Texas, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property.

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, subject to the terms and provisions contained herein, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee’s heirs, executors, administrators, personal representatives, successors and assigns forever; and Grantors do hereby bind Grantors and Grantors’ heirs, executors, administrators, personal representatives, successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee’s heirs, executors, administrators, personal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The revocable trust agreement described above provides that Trustors have right to use and occupy real or personal property owned by such trust as Trustors’ principal residence rent free, without charge, and at no cost (other than the payment of taxes and other costs and expenses specified in the revocable trust agreement or ordered by a court) for life or until such trust is revoked or terminated, whichever occurs first. Trustors intend to qualify the Subject Property as Trustors’ residential homestead for ad valorem tax purposes by causing the trust which owns such property to be a “qualifying trust” as defined and described in Section 11.13(j) of the Texas Tax Code and in Section 41.0021 of the Texas Property Code.

Taxes for the current year have been prorated and are assumed by Grantee.

EXECUTED on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_, 20\_\_\_\_.

{{ client.name }}, Grantor

{{ spouse.name }}, Grantor

|  |  |
| --- | --- |
| STATE OF TEXAS | § |
|  | § |
| COUNTY OF {{ county }} | § |

This instrument was acknowledged before me on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_, 20\_\_\_\_, by {{ client.name }} and {{ spouse.name }}.

Notary Public, State of Texas

**Address of Grantee:**

{{ client.name }} and {{ spouse.name }}

Trustees of the {{ trust\_name }}

{{ address.address }}

{{ address.city }}, {{ address.state }} {{ address.zip }}

**After Recording Return to:**

Estate Lawyers, PLLC

18700 North Hayden Road, Suite 470

Scottsdale, Arizona 85255