

WARRANTY DEED WITH VENDOR'S LIEN

CURTIS Loan Number: 505249198 MIN:1015002-5052491980-2

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 MONTGOMERY)(

THAT PAUL D. SMITH AND WIFE, JOANNA SMITH, hereinafter called "Grantor" (whether one or more), for and in consideration of the sum of TEN Dollars (\$10.00) and other good and valuable consideration to Grantor paid by TAMARAH ANN CURTIS, A SINGLE PERSON, hereinafter called "Grantee" (whether one or more), the receipt of which is hereby acknowledged and confessed, and the further consideration of the execution and delivery by said Grantee of one certain promissory note(s) hereinafter called "Note", in the principal sum of \$662,000.00, of even date herewith, payable to the order of K&G Capital Mortgage LLC, hereinafter called "Mortgagee", bearing interest at the rate therein provided; said Note containing the usual reasonable attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by Vendor's Lien and superior title retained herein in favor of said Mortgagee, and being also secured by a Deed of Trust of even date herewith from Grantee to Charles Goodwin, Trustee; and

WHEREAS, Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the property hereinafter described, as included in the above-described Note, said Vendor's Lien against said property securing the payment of said Note is hereby assigned, transferred and delivered to Mortgagee, Grantor hereby conveying to said Mortgagee the said superior title to said property, subrogating said Mortgagee to all the rights and remedies of Grantor in the premises by virtue of said liens; and

The further consideration of the execution and delivery by Grantee of that one certain Second Lien Promissory Note, of even date herewith, in the principal sum of \$82,700.00, payable to the order of IBC BANK, and bearing interest at the rate specified, said Note being secured by a second and inferior Vendor's Lien and Superior Title herein and hereby expressly retained and reserved upon the property herein described and conveyed, and additionally secured by a Second Lien Deed of Trust, of even date from Grantee to the Trustee named therein; and

Grantor has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto said Grantee, the following described property, to-wit:

LOTS SIX (6) AND SEVEN (7), IN BLOCK TWO (2) OF TRES, A SUBDIVISION IN MONTGOMERY COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF,





RECORDED IN CABINET G, SHEET 39A OF THE MAP RECORDS OF MONTGOMERY 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, his heirs and assigns, forever. And Grantor does hereby bind himself, his heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto said Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Taxes for the current year have been prorated and their payment is assumed by Grantee.

This conveyance is made subject to any and all valid and subsisting restrictions, easements, rights of way, reservations, maintenance charges together with any lien securing said maintenance charges, zoning laws, ordinances of municipal and/or other governmental authorities, conditions and covenants, if any, applicable to and enforceable against the above-described property as shown by the records of the County Clerk of said County.

The use of any pronoun herein to refer to Grantor or Grantee shall be deemed a proper reference even though Grantor and/or Grantee may be an individual (either male or female), a corporation, a partnership or a group of two or more individuals, corporations and/or partnerships, and when this Deed is executed by or to a corporation, or trustee, the words "heirs, executors, and administrators" or "heirs and assigns" shall, with respect to such corporation or trustee, be construed to mean "successors and assigns".

It is expressly agreed that the Vendor's Lien is retained in favor of the payee of said Note against the above-described property, premises, and improvements, until said Note and all interest thereon shall have been fully paid according to the terms thereof, when this deed shall become absolute.

EXECUTED this 18th day of MARCH, 2020.

PÁUL D. SMITH

JOANNA SMITH



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STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me this March 18,2020 by PAUL D. SMITH; AND JOANNA SMITH.

GRANTEE'S ADDRESS!

(Signature of officer)

(Title of officer)

My Commission Expires:

9546 LAKE CONROE DR CONROE, TEXAS 77304

Return: Tamarah ann Curtis 9546 Lake Conroe Dr. Conroe, TX 77304



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E-FILED FOR RECORD 03/18/2020 04:03PM

COUNTY CLERK MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS, COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

03/18/2020

County Clerk
Montgomery County, Texas