

PA-2024-11600090
Z-2024-10700304

CHICAGO TITLE GF# 4312029767 AF

GENERAL 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
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

THAT **GABRIEL R. GUAJARDO, TRUSTEE OF THE GUAJARDO FAMILY TRUST**, owning property in the County of **BEXAR**, Texas, hereinafter called "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 **ALTAMIRA-CARRIZO LLC** hereinafter called "Grantee" (whether one or more), whose mailing address is **15101 IH 35, BUDA, TEXAS 78610** the receipt and sufficiency of which are hereby acknowledged and confessed, and for the further consideration of the execution and delivery by said Grantee of one certain Promissory Note in the principal sum of **TWO HUNDRED FORTY THOUSAND AND 00/100 DOLLARS (\$240,000.00)**, bearing even date herewith, payable to the order of **FIRST LOCKHART NATIONAL BANK**, hereinafter called "Mortgagee", bearing interest at the rate therein provided; said Note containing an 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 Grantor and assigned to Mortgagee, and also being secured by a Deed of Trust of even date herewith from Grantee to **J. ROLAND VELVIN**, 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 evidenced by the above described Note, said Vendor's Lien and Superior Title against said property securing the payment of said Note is 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 the rights and remedies of Grantor in the premises by virtue of said lien;

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

A 0.138 ACRES OF LAND OUT OF A PORTION OF LOT 5 OF BLOCK 10, NEW CITY BLOCK 1890 OF POST'S ADDITION OF UPPER SAN ANTONIO IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, RECORDED IN VOLUME 4, PAGE 136 OF SAID DEED RECORDS OF BEXAR COUNTY, TEXAS ALSO BEING ALL OF THAT CERTAIN DESCRIBED IN VOLUME 5442, PAGE 1736 OF SAID REAL PROEPRTY RECORDS; SAID 0.138 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES;

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, its successors and assigns, **FOREVER**. Grantor does hereby bind itself, its successors and assigns, **TO WARRANT AND FOREVER DEFEND** all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

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, standby fees, 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, applicable to and enforceable against the above described property, and all valid utility easements created by the dedication deed or plat of the subdivision in which said real

- d. conveyances, replattings, easement grants and/or easement dedications (such as a utility line) by any party affecting the Property;

EXCEPT for the following: None

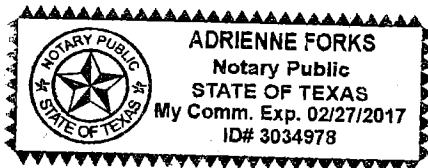
5. We understand that Title Company is relying on the truthfulness of the statements made in this affidavit to provide the area and boundary coverage and upon the evidence of the existing real property survey of the Property. This affidavit is not made for the benefit of any other parties and this affidavit does not constitute a warranty or guarantee of the location of improvements.
6. We understand that we have no liability to Title Company that will issue the policy(ies) should the information in this Affidavit be incorrect other than information that we personally know to be incorrect and which we do not disclose to the Title Company.

Guajardo Family Trust, By: Gabriel R. Guajardo, Trustee

Gabriel R. Guajardo Trustee
By

SIGNED under oath before me on

11/30/16



Notary Name:

State of:

County of:

Expires:

Adrienne Forks

"EXHIBIT A"

LEGAL DESCRIPTION: Being 0.138 acres of land out a portion of Lot 5 of Block 10, New City Block 1890 of Post's Addition of Upper San Antonio in the City of San Antonio, Bexar County, Texas recorded in Volume 4, Page 136 of said Deed Records of Bexar County, Texas also being all of that certain described in Volume 5442, Page 1736 of said Deed Records; Said 0.138 acre tract being more particularly described as follows and as surveyed under the supervision of Cross Texas Land Services, Inc in September, 2011:

BEGINNING at a "X" in concrete found in the south line of West French Place for the common corner of said Lot 5 and Lot 4 of said Block 10, the northwest corner of that certain tract described in Volume 5853, Page 663 of said Deed Records and the northeast corner hereof and from which a "X" in concrete found bears South 89°49'11" West a distance of 123.01 feet and another "X" in concrete found for the northwest corner of said Block 10 bears South 89°49'11" West a distance of 245.66 feet;

THENCE North 89°49'11" East a distance of 50.00 feet along the south line of said West French Place and the north line of said Lot 5 to "X" in concrete set for the northwest corner of that certain tract described in Volume 6951, Page 6951 of said Deed Records and the northeast corner hereof and from which a "X" in Concrete found bears North 89°49'09" East a distance of 50.01 feet and a 1 ½ inch iron pipe found bears South 81°40'53" East a distance of 3.39 feet;

THENCE South 00°10'47" East a distance of 120.00 feet along the west line of said Volume 6951, Page 1429 to a calculated point for a corner of said Volume 6951, Page 1429 and the southeast corner hereof and from which a "X" in concrete wall set bears North 88°43'22" West a distance of 2.02 feet and a 1 ½ inch iron pipe found bears North 67°03'49" East a distance of 4.55 feet;

THENCE South 89°49'11" West a distance of 50.00 feet along the north line of said Volume 6951, Page 1429 to a calculated point in the common line of said Lot 4 and said Lot 5 and the east line of said Volume 5853, Page 663 for the a corner of said Volume 6951, Page 1429 and the southwest corner hereof and from which a ½ inch iron rod set bears North 89°02'11" West a distance of 1.98 feet;

THENCE North 00°10'47" East a distance of 120.00 feet along the common line of said Lot 4 and said Lot 5 and the east line of said Volume 6951, Page 1429 to the POINT OF BEGINNING containing 0.138 acres more or less, and as shown hereon.

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Pages 4
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e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$34.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
12/01/2016 12:21PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff