

Z2024-10700144

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.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS

§

§

COUNTY OF BEXAR

§

7AH 22009567
KNOW ALL PERSONS BY THESE PRESENTS

THAT **119 POLK, LLC**, a Texas limited liability company ("**Grantor**"), 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 **RS JOSEPHINE DEVELOPMENT LLC**, a Texas limited liability company, whose address is 3200 Southwest Freeway, Suite 3000, Houston, Texas 77027; Attn: Mr. James A. McAlister, IV, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, subject to all of the matters set forth or referred to herein, and the further consideration of a portion of the sum EIGHT HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$830,000.00) paid to Grantor by **TEXAS PARTNERS BANK d/b/a Texas Hill Country Bank** ("**Mortgagee**"), at the special instance and request of Grantee, the receipt of which is hereby acknowledged and confessed, and as evidence of such advancement Grantee has executed a promissory note dated as of April 27, 2023, for said amount, payable to the order of Mortgagee, bearing interest as therein provided, principal and interest being due and payable as therein provided, and containing acceleration of maturity and attorney's fees clauses, which promissory note is secured by the vendor's lien herein reserved and retained and is additionally secured by a deed of trust dated as of April 27, 2023, executed by Grantee to Roy D Thompson, **TRUSTEE**, reference to which is here made for all purposes, and in consideration of the payment of the sum above mentioned by Mortgagee, Grantor hereby transfers, sets over, assigns, and conveys without recourse unto Mortgagee the vendor's lien and superior title herein reserved and retained against the property and premises herein conveyed, in the same manner and to the same extent as if said promissory note had been executed in Grantor's favor and by Grantor assigned to Mortgagee without recourse as to payment on Grantor; subject to all of the matters set forth or referred to herein, has GRANTED, SOLD, AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY, unto Grantee that certain tract or parcel of land lying and being situated in the State of Texas and County of Bexar, more particularly described on **Exhibit "A"** attached hereto and made a part hereof for all purposes (the "**Land**"), together with (a) all improvements thereon, (b) all rights and appurtenances belonging or pertaining thereto, (c) all right, title, and interest of Grantor in and to all strips, gores, easements, leases, rights of ingress or egress, streets, alleys, and other rights-of-way abutting, adjoining or benefitting such Land or improvements, and (d) all right, title and interest of Grantor in and to all applications, permits, plats, plans, governmental approvals, soils and engineering reports, reimbursements for costs or fees paid relating to such land, development fees, development fee waivers or credits or other entitlements from any

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applicable governmental authority relating to such Land, utility service commitments or allocations, and all other rights and benefits relating to the development of such Land (collectively with the Land, the "**Property**").

THIS CONVEYANCE is made and accepted subject to the matters listed and/or referred to on **Exhibit "B"** attached hereto and made a part hereof for all purposes, to the extent, but only to the extent, the same are now in force and effect and relate to the Property.

TO HAVE AND TO HOLD the Land, together with all and singular the rights and appurtenances thereto in any wise belonging unto Grantee and Grantee's successors and assigns, forever; and, subject to all of the matters set forth or referred to herein, Grantor does hereby bind itself and its successors to **WARRANT and FOREVER DEFEND** all and singular the Land unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise.

AD VALOREM TAXES with respect to the Property for the current year have been prorated as of the date hereof and Grantee assumes and agrees to pay the same.

BUT IT IS EXPRESSLY agreed and stipulated that the vendor's lien and superior title is reserved and retained against the Property until the above described note and all renewals and/or extensions thereof, together with all interest thereon and all other sums that may become due and payable by the terms of said note and/or aforesaid deed of trust, are fully paid according to their face, tenor, effect, and reading, when this deed shall become absolute.

EXECUTED effective as of the 27 day of April, 2023.

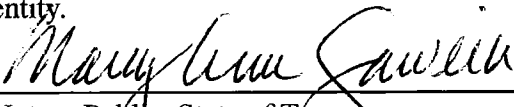
119 POLK, LLC,
a Texas limited liability company

By: 
Joe E. Kaplan, Jr., President

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STATE OF TEXAS §
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COUNTY OF BEXAR §

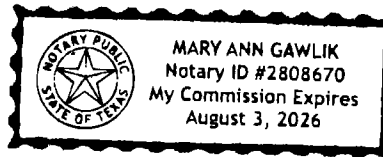
This instrument was acknowledged before me on April 27, 2023, by Joe E. Kaplan, Jr., President of 119 Polk, LLC, a Texas limited liability company, known to me or proved to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said entity.



Notary Public, State of Texas
My commission expires: 8/3/26

AFTER RECORDING RETURN TO:

CORDRAY & SCHNELLER
ATTN: Howard F. Cordray, Jr.
3306 Sul Ross Street
Houston, Texas 77098





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EXHIBIT "A"
LEGAL DESCRIPTION

A 0.046 ACRE TRACT OUT OF LOT 11, BLOCK 2, NEW CITY BLOCK 3027, ALFRED HUMBOLD ON JOSEPHINE AND ROCKQUARRY ROAD SUBDIVISION, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, ACCORDING TO THE PLAT OF RECORD IN VOLUME 105, PAGE 74 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, CALLED THE NORTH 41.3 FEET OF THE SOUTH 48.3 FEET OF SAID LOT 11 AS CONVEYED IN A WARRANTY DEED WITH VENDOR'S LIEN TO 119 POLK, LLC OF RECORD IN DOCUMENT NUMBER 20210342514 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, THIS 0.046 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING from a 1/2 inch iron rod found at the south corner of Lot 12, Block 2 on the northeast right-of-way of West Grayson Street (a 40-foot right-of-way), at the original southwest corner of said Lot 11;

THENCE North 23°43'08" East 7.37 feet with the east line of said Lot 12 and the existing northeast right-of-way of West Grayson Street to a 1/2 inch iron rod found with cap stamped "ALLIANCE LAND SURVEYORS" for the southwest corner of this 0.046 acre tract, on the existing northeast right-of-way of West Grayson Street and on the east line of said Lot 12 for the POINT OF BEGINNING;

THENCE North 23°43'08" East 40.61 feet continuing with the east line of Lot 12 to a 1/2 inch iron rod set with cap stamped "RPLS 6500" for the northwest corner of this 0.046 acre tract and the southwest corner of the North 48.3 feet of the South 96.6 feet of Lot 11, Block 2 to Bruno V. Maldonado of record in Volume 6267, Page 447 of the Official Public Records of Bexar County, Texas;

THENCE South 65°47'38" East 49.70 feet through said Maldonado Tract to a 1/2 inch iron rod set with cap stamped "RPLS 6500" for the northeast corner of this 0.046 acre tract and the southeast corner of said Maldonado Tract, on the existing northwest right-of-way of Polk Street (a 40-foot right-of-way);

THENCE South 23°49'45" West 40.57 feet with the existing west right-of-way of Polk Street to a 1/2 inch iron rod set with cap stamped "RPLS 6500" for the southeast corner of this 0.046 acre tract, at the intersection of the existing west right-of-way of Polk Street and the existing north right-of-way of West Grayson Street;

THENCE North 65°49'48" West 49.63 feet with the existing north right-of-way of West Grayson Street to the POINT OF BEGINNING and containing 0.046 acres of land.

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EXHIBIT "B"

1. Standby fees, taxes, and assessments for the year 2023, which Grantee assumes and agrees to pay.

B-1



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File Information

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

Document Number: 20230075606
Recorded Date: May 01, 2023
Recorded Time: 11:17 AM
Total Pages: 6
Total Fees: \$42.00

**** THIS PAGE IS PART OF THE DOCUMENT ****

**** Do Not Remove ****

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 5/1/2023 11:17 AM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk