

ORT GF# 10793IH GC

Z-2023-10700126

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 WITH VENDOR'S LIEN

Date: April 4, 2023

Grantor: Ernest S. Ramirez

Grantor's Mailing Address: 501 Hammond Ave
San Antonio, TX 78210

Grantee: Waffa Dakheel and Jasan Jasim Alfawadi

Grantee's Mailing Address: 3155 Beacon Field, San Antonio, TX 78245

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of Seven Hundred Thousand and No/100 Dollars (\$700,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Law Offices of John B. Low, P.C., trustee.

Property (including any improvements):

**SEE EXHIBIT "A" ATTACHED HERETO
AND MADE A PART HEREOF FOR ALL PURPOSES**

Reservations from Conveyance: For Grantor and Grantor's successors, a reservation of all oil, gas, hydrocarbon, sulfur, and other minerals that are in and under the Property and that may be produced from the Property, and the privilege to lease without the joinder of another. Grantor waives the right of ingress and egress to and from the surface of the Property relating to the portion of the mineral estate owned by Grantor. Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of mineral estate owned by Grantor with land other than the Property; or the exploration or production of the oil, gas, hydrocarbon, sulfur, and other minerals by means of wells that are drilled or mines that are open on land other than the Property but enter or bottom under the Property, provided that these operations do not interfere with the surface or subsurface necessary support of any improvements constructed on the Property.

Exceptions to Conveyance and Warranty: Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2023, which Grantee assumes and agrees to pay, but

not subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantor assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS CONVEYED "AS-IS", "WHERE-IS" AND "WITH ALL FAULTS", AND GRANTOR MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WHETHER EXPRESSED OR IMPLIED WITH RESPECT TO THE PROPERTY, THE AVAILABILITY OF UTILITIES TO THE PROPERTY, ACCESS OF THE PROPERTY TO PUBLIC ROADS, OR THE CONDITION, ADEQUACY OR SUITABILITY OF THE PROPERTY FOR GRANTEE'S PURPOSES. GRANTEE HAS MADE AN INDEPENDENT INSPECTION OF ALL ASPECTS OF THE PROPERTY AND SHALL HAVE NO RECOURSE WHATSOEVER AGAINST GRANTOR IN THE EVENT OF THE DISCOVERY AFTER CLOSING OF ANY DEFECTS OF ANY KIND, LATENT OR PATENT. GRANTEE ACKNOWLEDGES THAT GRANTEE IS NOT RELYING ON ANY WARRANTY OR REPRESENTATION OF GRANTOR OR ANY AGENT, EMPLOYEES, OR REPRESENTATIVE OF GRANTOR, AND THAT GRANTEE IS BUYING THE PROPERTY "AS-IS", "WHERE-IS", "WITH ALL FAULTS", AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, MATERIALS, WORKMANSHIP, GOOD AND WORKMANLIKE CONSTRUCTION, DESIGN, CONDITION, HABITABILITY, TENANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, VALUE, OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND THE PRESENCES OF OR CONTAMINATION BY HAZARDOUS MATERIALS AND GRANTOR HEREBY DISCLAIMS ANY SUCH WARRANTY. AS OF THE CLOSING DATE, GRANTEE SHALL HAVE DETERMINED ON GRANTEE'S BEHALF (I) THE PHYSICAL CONDITION OF THE PROPERTY AND THAT THERE IS NO DEFECT OR CONDITION WHICH IS UNACCEPTABLE TO GRANTEE, (II) WHETHER ANY PORTION OF THE PROPERTY LIES IN ANY FLOOD PLAIN, FLOOD WAY OR SPECIAL FLOOD HAZARD AREA, (HI) WHETHER ANY GEOLOGICAL FAULT OR UNSATISFACTORY SOIL CONDITION EXISTS ON ANY PORTION OF THE PROPERTY, (IV) THAT THE PROPERTY COMPLIES WITH ALL CITY AND COUNTY ZONING AND BUILDING REGULATIONS, AND (V) THAT ALL ENVIRONMENTAL CONDITIONS RELATING TO THE PROPERTY ARE ACCEPTABLE TO GRANTEE. GRANTEE EXPRESSLY WAIVES, TO THE FULLEST EXTENT OF THE LAW, ANY CLAIMS UNDER FEDERAL, STATE OR OTHER LAW THAT GRANTEE MIGHT OTHERWISE HAVE AGAINST GRANTOR RELATING TO THE CONDITION OF THE PROPERTY, LATENT OR PATENT. IT IS THE SOLE RESPONSIBILITY OF GRANTEE TO INSPECT THE PROPERTY PRIOR TO THE SALE. THIS WARRANTY DISCLAIMER SHALL NOT DIMINISH ANY WARRANTIES OF TITLE

MADE BY GRANTOR IN THIS DEED.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

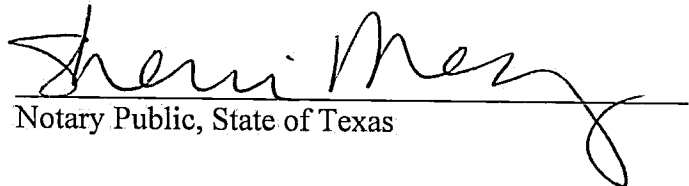
When the context requires, singular nouns and pronouns include the plural.


Ernest S. Ramirez

STATE OF TEXAS)

COUNTY OF BEXAR)

This instrument was acknowledged before me on April 4, 2023 by Ernest S. Ramirez.


Notary Public, State of Texas

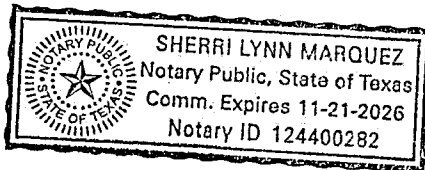


EXHIBIT "A"

LEGAL DESCRIPTION

10.588 acre tract of land out of that certain 482.60 acre tract of land conveyed to August J. Gembler by Deed of Partition dated November 2, 1924, recorded in Volume 789, Page 498, Deed Records, Bexar County, Texas, being out of the Adam Stafford Survey No. 49, Abstract 667, County Block 5153, New City Block 10881, City of San Antonio, Bexar County, Texas, said 10.558 acres being more particularly described as follows:

BEGINNING at a point on the Northwest right-of-way lines of IH (Loop) 410, an iron pin set for the Northeast corner of the herein described tract, said point being South 35 degrees 34'17" West, 185.30 feet and South 39 degrees 19'17" West, 449.78 feet, both along the Northwest right-of-way line of IH (Loop) 410, from its intersection with the fence on the North line of the said 48.260 acre tract;

THENCE South 39 degrees 19'17" West, 38.35 feet, a concrete right-of-way monument found set; South 45 degrees 25'10" West, 487.89 feet, a concrete right-of-way monument found set and South 61 degrees 49'40" West, 270.00 feet, all along the Northwest right-of-way line of IH (Loop) 410, to a point in same, an iron pin set for the Southeast corner of the herein described tract;

THENCE South 89 degrees 43'30" West, 575.00 feet to an iron pin set for the Southwest corner of the herein described tract;

THENCE North 00 degrees 35'52" West, 496.68 feet to an iron pin set for the Northwest corner of the herein described tract;

THENCE North 89 degrees 43'30" East, 1190.00 feet to the POINT OF BEGINNING.

File Information

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

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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: 5/2/2023 1:01 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk