

Z-2023-10700241

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 WITH VENDOR'S LIEN

STATE OF TEXAS

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COUNTY OF BEXAR

Date: SEPTEMBER 26, 2016Grantor: **MERY ENTERPRISES, LLC, a Texas limited liability company**Address: 13526 George Rd Ste. 203
SAN ANTONIO, TX 78230
BEXAR CountyGrantee: **LACHAPPELLE, LLC, a Texas limited liability company**Address: P.O. Box 82653
Austin, TX 78708
TRAVIS CountyConsideration:

(a) The sum of Ten and No/100 Dollars (\$10.00) and other good and valuable cash consideration in hand paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, and for the payment of which no lien, express or implied, is retained against the Property.

(b) Part of the consideration for the Property was paid by **First State Bank Central Texas** ("Lender") at the instance and request of Grantee, the receipt of which is hereby acknowledged, as evidence of which consideration Grantee has executed and delivered its one certain promissory note (herein called the "Note") of even date herewith, in the principal sum of \$ 1,575,000.00, payable to the order of Lender as therein provided, reference being made to the Note for all relevant purposes. To secure the payment of the Note, Grantor does hereby expressly retain a Vendor's Lien and Superior Title upon and against the Property to the extent that proceeds of the Note are used towards the payment of the purchase price of the Property until said amount of proceeds under the Note is fully paid according to the face, tenor, effect and reading of said Note, whereupon this Deed shall become absolute. The said Vendor's Lien and Superior Title herein retained are hereby transferred, assigned, sold and conveyed to Lender, its successors and assigns, the payee named in the Note, without recourse or warranty. The Note is further and

additionally secured by a Deed of Trust of even date herewith executed by Grantee to T. Gerry Gamble as Trustee covering the Property, to which reference is here made for all relevant purposes.

Property (including any improvements):

More particularly described on Exhibit "A" attached hereto and incorporated herein.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: (i) any and all restrictions, covenants, conditions and easements, if any, relating to the Property, but only to the extent they are still in effect, and shown of record in the hereinabove mentioned county and state; (ii) all encroachments of buildings, fences, utility lines or other improvements upon the Property or into building setback lines that a visual inspection or survey of the Property would reveal; and (iii) to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect and relating to the Property.

Grantor, for the consideration and subject to the reservations from and exceptions to the conveyance and warranty set forth above, has GRANTED, SOLD AND CONVEYED and does hereby GRANT, SELL AND CONVEY to Grantee the Property, together with all and singular the improvements located thereon and all rights and appurtenances pertaining thereto, including all right, title and interest of Grantor in and to adjacent streets, alleys, rights-of-way, roadways, strips and gores, easements and in-the-ground utilities. TO HAVE AND TO HOLD the Property to Grantee, Grantee's heirs, executors, administrators, legal representatives, successors and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, legal representatives, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, legal representatives, 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, and except as to the reservations from and exceptions to conveyance and warranty set forth above.

Whenever the content of this Deed so requires, the singular shall include the plural, the plural shall include the singular and any gender shall include all other genders.

Taxes for 2016 and subsequent years having been prorated, payment thereof is assumed by Grantee.

GRANTOR:

MERY ENTERPRISES, LLC, a Texas limited liability company

BY: Vincent E. Mery

NAME: Vincent E. Mery

TITLE: President/owner

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on September 26, 2016, by Vincent E. Mery as President/owner of Mery Enterprises, LLC, a Texas limited liability company, on behalf of said company.



Notary Public, State of TEXAS

AFTER RECORDING RETURN TO:

RETURN TO:
AUSTIN TITLE COMPANY
HARTLAND PLAZA
1717 WEST 6TH ST., #105
AUSTIN, TX 78703-4773
GP# AUT110008513-661

EXHIBIT A

Tract 1:

A 0.901 Acre tract of land as recorded in Volume 5075, Page 1053, Official public records of real property of Bexar County, Texas, being a 0.788 Acre tract of land out of Lots 6 through 12, new City Block 2827, San Antonio, Bexar County, Texas; and Lot 13, new City Block San Antonio, Bexar County, Texas, save and except that part conveyed to S.A. Belt and terminal railway by deed recorded in Volume 458, Page 181, deed records of Bexar, County, Texas, and being more particularly described as follows:

Beginning: At a set 1/2 inch iron rod on the Northeast right-of-way line of LaChapelle St, the West corner of the remaining portion of Lot 5 as recorded in Volume 6475 Page 489, Deed Records of Bexar County, Texas, which is Northwesterly direction 195.85 feet (195.90 feet, called) from the Northwest right-of-way line of S. Flores, the South corner of the herein described tract;

THENCE: The following with the Northeast right-of-way line of LaChapelle St. the following:

North 64 degrees 00 minutes 00 seconds West (bearings are based on the recorded deeds), 24.17 feet to a corner,

South 26 degrees 00 minutes 00 seconds West, 0.42 feet to a corner;

North 64 degrees 00 minutes 00 seconds West, 100.00 feet to a corner,

North 26 degrees 00 minutes 00 seconds East, 0.42 feet to a corner,

North 64 degrees 00 minutes 00 seconds West, 275.83 feet to a set 1/2 inch iron rod, the South corner of the remaining portion of Lot 17 as recorded in Volume 4941, Page 1800, Official Public Records of Real Property of Bexar County, Texas, the West corner of the herein described tract;

THENCE: North 26 degrees 00 minutes 00 seconds East, 98.00 feet coincident with the Southeast lines of the remaining portions of Lots 17, 16, 15 and 14 as recorded in Volume 4941, Page 1800, Official Public Records of Real Property of Bexar County, Texas, to a set 1/2 inch iron rod on the Southwest line of the Union Pacific Railroad as recorded in Volume 458, Page 181, Deed Records of Bexar County, Texas, the East corner of the remaining portion of Lot 14, the North corner of the herein described tract;

THENCE: South 64 degrees 00 minutes 00 seconds East, 400.00 feet coincident with the Southwest line of the Union Pacific Railroad as recorded in Volume 456, Page 298, Deed Records of Bexar County, Texas, to a set 1/2 inch iron rod, the North corner of the aforementioned remaining portion of Lot 5, the East corner of the herein described tract;

THENCE: South 26 degrees 00 minutes 00 seconds West, 98.00 feet coincident with the Northwest line of the remaining portion of Lot 5 to the point of beginning, containing 0.901 Acres.

Tract 2:

A 1.116 Acre tract of land being the West part of Tract C-18 Fronting on the South side of LaChapelle St, and extending Southward to the North right-of-way line of the union pacific Railroad, said tract is also called Block 18 and is out of new City Block A-18, San Antonio, Bexar County, Texas (0.685 Acres), as recorded in Volume 11865, Page 1774, Official Public Records of real property of Bexar County, Texas, and being part of Lot C-18, all of B-18 and part of A-18, new City Block A-18, San Antonio, Bexar County, Texas (0.431 Acres) as recorded in Volume 13836, Page 2446, Official Public Records of real property of Bexar County, Texas, and being more particularly described as follows:

EXHIBIT A
(Continued)

Beginning: At a found 1/2 inch iron rod on the Southwest right-of-way line of LaChapelle St, the West corner of 0.195 Acres out of Lot A-7 as recorded in Volume 6481, Page 571, Official Public Records of Real Property of Bexar County Texas, which is in a Northwesterly direction 159.75 feet (160.00 feet, called) from the Northwest right-of-way line of S. Flores, the East corner of the herein described tract;

THENCE: South 26 degrees 00 minutes 00 seconds West (bearings are based on the recorded deeds), 55.16 feet coincident with the Northwest line of the aforementioned 0.195 Acre tract to a found 1/2 inch iron rod on the Northeast right-of-way line of the Union Pacific Railroad as recorded in Volume 70, Page 220, deed records of Bexar County, Texas to a found 1/2 inch iron rod, the West corner of the 0.195 Acre tract, the South corner of the herein described tract;

THENCE: The following with the Northeast right-of-way line of the Union Pacific Railroad the following:

North 66 degrees 56 minutes 47 seconds West, 149.68 feet to a set 1/2 inch iron rod, an angle;

North 66 degrees 44 minutes 00 seconds West, 50.00 feet to a set 1/2 inch iron rod an angle;

North 66 degrees 53 minutes 00 seconds West, 50.00 feet to a set 1/2 inch iron rod, an angle;

North 66 degrees 57 minutes 00 seconds West, 49.50 feet to a set 1/2 inch iron rod, an angle;

North 67 degrees 12 minutes 00 seconds West, 50.50 feet to a set 1/2 inch iron rod, an angle;

North 67 degrees 36 minutes 30 seconds West, 50.00 feet to a set 1/2 inch iron rod, an angle;

North 68 degrees 08 minutes 00 seconds West, 50.00 feet to a set 1/2 inch iron rod, an angle;

North 68 degrees 38 minutes 00 seconds West, 50.00 feet to a set 1/2 inch iron rod, an angle;

North 69 degrees 12 minutes 00 seconds West, 50.00 feet to a set 1/2 inch iron rod, an angle;

North 69 degrees 46 minutes 00 seconds West, 50.00 feet to a set 1/2 inch iron rod, an angle;

North 70 degrees 06 minutes 00 seconds West, 28.80 feet to a set 1/2 inch iron rod, an angle;

THENCE: North 62 degrees 51 minutes 00 seconds West, 56.50 feet to a set 1/2 inch iron rod on the Southeast right-of-way line of Nogalitos St, the West corner of the herein described tract;

THENCE: North 54 degrees 02 minutes 00 seconds East, 108.07 feet coincident with the Southeast right-of-way line of Nogalitos St. to a set 1/2 inch iron rod on the Southwest right-of-way line of LaChapelle St, the North corner of the herein described tract;

THENCE: With the Southwest right-of-way line of LaChapelle St the following:

South 64 degrees 00 minutes 00 seconds East, 333.90 feet;

South 64 degrees 00 minutes 00 seconds East, 298.80 feet to the point of beginning, containing 1.116 Acres.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

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Pages 6
09/30/2016 2:38PM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$42.00

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.
09/30/2016 2:38PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff