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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 THE 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: February 12, 2009

Grantor: PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION, a Texas nonprofit corporation

Grantor's Mailing Address: P. O. Box 1160, Pflugerville, Travis County, Texas 78691-1160

Grantee: ANTHONY D. DOBIAS and JACK L. PAYNE

Grantee's Mailing Address: 307 Milton, Pflugerville, Travis County, Texas 78660

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration and a note dated February 12, 2009, executed by Grantee and payable to the order of FIRST TEXAS BANK in the principal amount of FOUR HUNDRED FORTY THOUSAND THREE HUNDRED SEVENTEEN AND NO/100 DOLLARS (\$440,317.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of FIRST TEXAS BANK and by a first-lien deed of trust dated February 12, 2009, from Grantee to JON E. SLOAN, Trustee.

Property (including any improvements):

LOT 2, OF PFLUGERVILLE INDUSTRIAL PARK, AN ADDITION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 200800320, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty: Liens described as part of the Consideration; validly existing restrictive covenants common to the platted subdivision in which the Property is located; standby fees, taxes, and assessments by any taxing authority for the year 2009, and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; validly existing utility easements created by the dedication deed or plat of the subdivision in which the Property is located; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of

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improvements; homestead or community property or survivorship rights, if any, of any spouse of Grantee, and any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments, or other entities, to (a) tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, (b) lands beyond the line of the harbor or bulkhead lines as established or changed by any government, (c) filled-in lands or artificial islands, (d) statutory water rights, including riparian rights, or (e) the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area.

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 wise belonging, to have and 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.

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.

FIRST TEXAS BANK, at Grantee's request, has paid THREE HUNDRED SEVENTY-FOUR THOUSAND FOUR HUNDRED SEVENTY-SEVEN AND NO/100 DOLLARS (\$374,477.00) in cash to Grantor as a portion of the purchase price of the Property which payment is evidenced in part by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of FIRST TEXAS BANK, and are transferred to FIRST TEXAS BANK, without recourse on Grantor.

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

PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION, a Texas nonprofit corporation

BY:

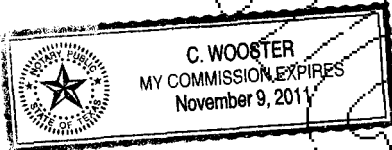

FRED VELARDE, President

(Acknowledgment)

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on February 13, 2009, by FRED VELARDE as President of PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION, a Texas nonprofit corporation, on behalf of said corporation.



C. Wooster

Notary Public - State of Texas

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AFTER RECORDING RETURN TO:
ANTHONY D. DOBIAS AND JACK L. PAYNE
307 MILTON
PFLUGERVILLE, TX 78660

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2009 Feb 18 04:03 PM 2009024539

BENAVIDESV \$24.00

DANA DEBEAUVOIR-COUNTY CLERK
TRAVIS-COUNTY TEXAS