## WARRANTY DEED WITH VENDOR'S LIEN

GF# 831139

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date:

June 23, 2006, but to be effective as of June 23, 2006

Grantor:

EHUD MENDEL and SANDRA A. MENDEL, husband and wife

Grantor's Mailing Address:

10300 Aymond Road, St. Amant, LA 70774 (

County)

Grantee:

YVONNE KEW, a married person, receiving a 99% interest in the Property, and

WENDY KEW, a married person, receiving a 1% interest in the Property, as Tenants in Common

Grantee's Mailing Address:

2703 S Glen Haven Blvd., Houston, Texas 77025 (Harris County)

#### Consideration:

The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to the undersigned in hand paid by Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of his/her/their one certain Promissory Note of even date herewith in the principal sum of SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000 00) payable to the order of BANK OF AMERICA, N.A., as therein provided and bearing interest at the rates therein specified, and providing for acceleration of maturity in event of default and for attorney's fees, the payment of which note is secured by the Vendor's Lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to PRLAP, INC., Trustee; and the further consideration of the execution and delivery by Grantee of his/her/their one certain Promissory Note of even date herewith in the principal sum of SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00) payable to the order of BANK OF AMERICA, N.A., as therein provided and bearing interest at the rates therein specified, and providing for acceleration of maturity in event of default and for attorney's fees, the payment of which note is secured by the Vendor's Lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to PRLAP, INC., Trustee

# Property (including any improvements):

Lots Forty-Two (42) and Forty-Three (43), in Block One (1), of CORRECTION PLAT OF PATIO HOME DEVELOPMENT CAMBRIDGE GREEN, SECTION TWO (2), an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 289, Page 12, of the Map Records of Harris County, Texas

# $\bigcirc$

### 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 any and all restrictions, covenants, conditions and easements, if any, relating to the herein above described property, but only to the extent they are still in effect, shown of record in the herein above mentioned County and State, and 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, relating to the herein above described property

Grantor, for the consideration and subject to the reservations from and 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, Grantee's heirs, executors, administrators, successors, or assigns

forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

It is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described Note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, at which time this Deed shall become absolute.

BANK OF AMERICA, N.A ("Lender"), at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the first-lien note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Lender and are transferred to Lender without recourse on Grantor to secure the first-lien note. The second and inferior vendor's lien against and superior title to the Property are retained for the benefit of and are transferred to Lender without recourse on Grantor to secure the second-lien note

ourse on erry are note

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

EXECUTED on the date first above written	ı.
Alle	Ada a. Medio a
EHUD MENDEL	(SANDRA A. MENDEL
STATE OF	$\bigcup$
COUNTY OF Harris	and T.
This instrument was acknowledged before n	ne on the day of June, 2006, by EHUD
MENDEL.  SHIPLEY CH	
SHRLEY Notary Public, State of My Commission Expires	Notary Public in and for the
	State of
STATE OF	
COUNTY OF Harris	
This instrument was acknowledged before	me on the day of June 2006, by
SANDRA A MENDRISSISSISSISSISSISSISSISSISSISSISSISSISS	HIU X
SHIFLEY  Notary Public, State  My Commission Expires	of Toxas 5 07-13-2006 Shirly Chin
(Lesses Street	Notary Public in and for the State of
AFTER RECORDING RETURN TO-	State of
Wendy Kew Yvonne Kew 2703 S. Glen Haven Blvd. Houston, Texas 77025	HARRIS COUNTY
	Z8 AH IS

ANY MOVISION MEREN WHICH RESTRICTS THE SULF, RENTAL, OR USE OF THE DESCRIPED MEAL PROPERTY AFCHIST OF COLOR OR RACE IS INVALID AND UNFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS COUNTY OF HARRIS I hereby certify that this instrument was FILED in file number Sequence on the date and at the time stamped hereon by me, and was outly RECORDED in the Official Public Records of Real Property of Harris County Texas on

JUN 2 8 2006

COUNTY CLERK HARRIS COUNTY, TEXAS