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By
Fidelity National Title
FAH23005082

**WARRANTY DEED
WITH VENDOR'S LIEN IN FAVOR OF MORTGAGEE**

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.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THAT THE UNDERSIGNED, BRYAN C. POPP (herein called "Grantor"), for and in consideration of the sum of \$10.00 cash and other good and valuable consideration to Grantor in hand paid by BACON & FRANKLIN INVESTMENTS, LLC, a Texas limited liability company (herein called "Grantee"), whose address is 28057 WOODLAND BEND WAY, SPRING, TEXAS 77386, the receipt of which is hereby acknowledged, and of further consideration of the execution and delivery by Grantee of that one certain Promissory Note of even date herewith, in the principal sum of TWO HUNDRED THIRTY FOUR THOUSAND AND NO/100 (\$234,000.00) DOLLARS (herein called the "Note"), payable to the order of FRANKLIN & FRANKLIN INVESTMENTS, LLC, a Texas limited liability company dba Eagle Point Lending (herein called "Mortgagee"), bearing interest from date at the rate specified, and containing provisions for attorney's fees, Mortgagee, at the special instance and request of the Grantee, advanced a portion of the sum of said Note as part purchase price for The Land herein conveyed, the receipt of which is hereby acknowledged, Mortgagee is hereby subrogated to all of the rights of Grantor herein; the Vendor's Lien and superior title is hereby expressly transferred to and retained in favor of Mortgagee to secure the payment of the Note, the same as if Mortgagee was the Grantor herein; the Note is further and additionally secured by a Deed of Trust of even date herewith from Grantee to ROBERT J. ADAM, STEPHEN W. BING, LEIGH ANN THOMPSON OR PHILIP D. CONWAY, TRUSTEE, containing provisions for foreclosure under power of sale, to which reference is here made for all purposes;

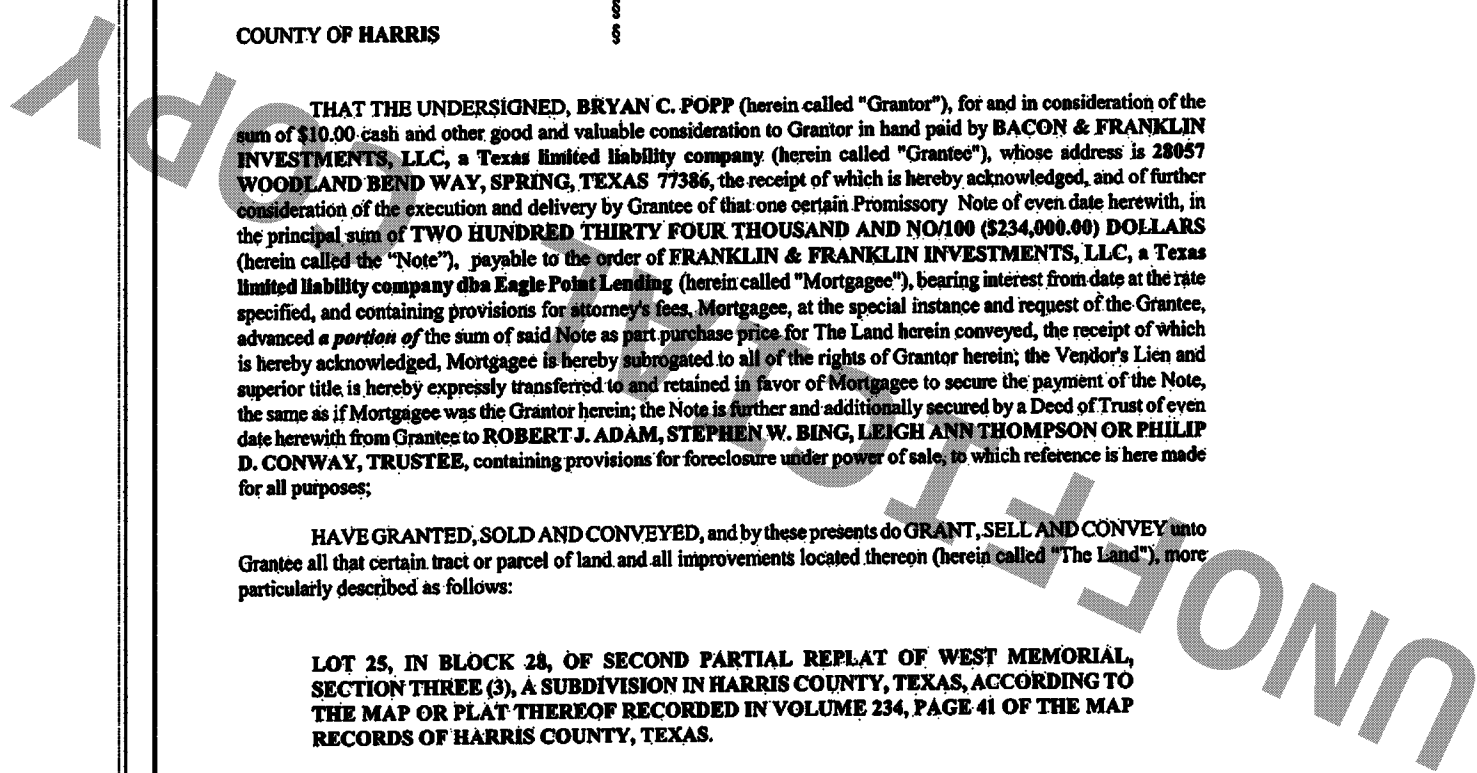
HAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Grantee all that certain tract or parcel of land and all improvements located thereon (herein called "The Land"), more particularly described as follows:

LOT 25, IN BLOCK 28, OF SECOND PARTIAL REPLAT OF WEST MEMORIAL, SECTION THREE (3), A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 234, PAGE 41 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

The conveyance is made and accepted subject to the following matters, but only to the extent they are in effect at this time and only to the extent that they relate to The Land: The lien for current ad valorem taxes and maintenance assessments (if any) not in default, land use restrictions, deed restrictions, covenants, easements, outstanding mineral reservations, rights and royalties, if any, shown of record in the above mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, to which The Land is subject.

To have and to hold The Land together with all rights and appurtenances thereto in anywise belonging, subject to the foregoing terms, unto Grantee their heirs, executors, administrators, personal and legal representatives, successors

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and assigns forever, and Grantor does hereby bind themselves, their heirs, executors, administrators, personal and legal representatives, successors and assigns to warrant and forever defend The Land, subject to the foregoing terms, unto Grantee, their heirs, executors, administrators, personal and legal representatives, successors and assigns, against every person and entity whomsoever lawfully claiming or to claim the same or any part thereof.

BUT IT IS EXPRESSLY AGREED AND STIPULATED that the **VENDOR'S LIEN**, including the **SUPERIOR TITLE**, is retained against The Land in favor of Mortgagee, its successors and assigns, until the Note and all accrued interest thereon, and all renewals and/or extensions thereof, together with all interest thereon, is fully paid according to its face and tenor; effect and reading, and together with all additional sums which may become due and payable by the terms of said Note and/or by the terms of the aforesaid Deed of Trust, when this Deed shall become absolute, and Grantor herein transfers unto said Mortgagee, its successors and assigns, the Vendor's Lien and Superior Title to The Land, in the same manner and to the same extent as if the Note had been payable to the order of Grantor and by said Grantor assigned to said Mortgagee without recourse.

GRANTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OR STATE OF REPAIR OF THE PROPERTY, OR ANY PORTION THEREOF, OR ANY VISIBLE OR HIDDEN DEFECTS IN MATERIAL, WORKMANSHIP OR CAPACITY OF THE PROPERTY, OR ANY PORTION THEREOF, AND THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE PROPERTY OR ANY PORTION THEREOF, AND THAT THE DELIVERY OF THE PROPERTY IS "AS IS", "WHERE IS" AND "WITH ALL FAULTS" AND THAT GRANTOR HAS DISCLAIMED ANY IMPLIED WARRANTIES WITH RESPECT TO THE PROPERTY.

Whenever used in this document, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the pronouns of any gender shall include the other genders, including the neuter, and either the singular or plural shall include the other.

Grantee joins in the execution of this Warranty Deed for the purpose of accepting delivery hereof, and to acknowledge, consent and agree to the terms and conditions of this instrument.

All ad valorem taxes and assessments on the Property have been prorated between the parties hereto as of the date of this Deed, and Grantee assumes liability for the payment thereof and for subsequent years.

EXECUTED THIS THE 1 day of SEPTEMBER, 2023.

GRANTOR:



BRYAN C. POPP

GRANTEE:

BACON & FRANKLIN INVESTMENTS, LLC, a Texas limited liability company

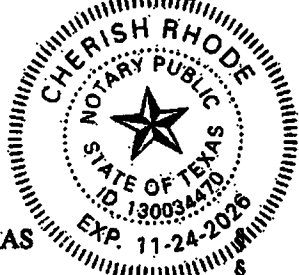


ANDREW BACON, MANAGER

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 1 day of September, 2023, by BRYAN C. POPP.



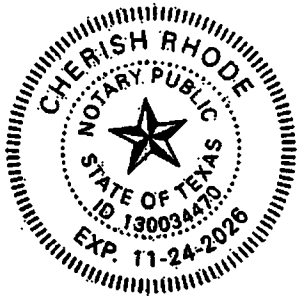
Cherish Rhode

NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 1 day of September, 2023, by ANDREW BACON, MANAGER of BACON & FRANKLIN INVESTMENTS, LLC, a Texas limited liability company, in the capacity therein stated and on behalf of said limited liability company.



Cherish Rhode

NOTARY PUBLIC, STATE OF TEXAS

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Pages 4
09/08/2023 08:08 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$26.00

COPY UNOFFICIAL

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable 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 duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

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