

GENERAL WARRANTY DEED
with Vendor's Lien (Wraparound)

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 §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT KHOA NGUYEN, an unmarried man (hereinafter referred to as "Grantor," whether one or more), for the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable cash, consideration in hand paid by JUSTIN JOHNSTON, a divorced man (hereinafter referred to as "Grantee," whether one or more whose address is **12607 Otter Crest Court, Humble, TX 77346**), the receipt and sufficiency of which are hereby acknowledged, and in further consideration that the described tract of land is **conveyed subject to**, and Grantee expressly does not assume liability for payment of, that one certain First Lien Promissory Note (the "Wrapped Note") described as follows: Note payable to Cardinal Financial Company, Limited Partnership dated November 22, 2022 in the amount of \$289,500.00 secured by a Deed of Trust of even date to Thomas E. Black, Jr., Trustee, recorded in the Harris County Texas Official Public Records under Clerk's file number RP-2022-563297 on November 23, 2022 and additionally secured by a Vendor's Lien retained in a Warranty Deed With Vendor's Lien of even date recorded in the Harris County Texas Official Public Records under Clerk's file number RP-2022-563296 on November 23, 2022 and in further consideration of the execution and delivery by Grantee of one certain Promissory Note (the "Promissory Note - Wraparound" also referred to as the "Wrapping Note") of even date herewith in the original principal sum of **THREE HUNDRED TWENTY-EIGHT THOUSAND ONE HUNDRED AND 00/100 Dollars (\$328,100.00)**, bearing interest at the rate therein stipulated, payable to

COPY
UNRECORDED

RP-2023-49422

the order of **KHOA NGUYEN** (hereinafter referred to as “Lender”), as therein provided, the payment of which Wrapping Note is secured by Vendor’s Lien and superior title hereinafter reserved and retained and assigned to Lender, and is additionally secured by a Deed of Trust –Wraparound from the Grantee herein to **BRET A. SCHULTE, Trustee**, conveying unto the Trustee the hereinafter described real property, both the Wrapping Note and the Deed of Trust – Wraparound being secondary and subordinate to the Lien securing payment of the Wrapped Note described above; the Wrapping Note and the Deed of Trust –Wraparound securing the Wrapping Note both containing provisions requiring Grantor to continue making all payments on the aforementioned Wrapped Note, and in the event of default of that obligation on the part of Grantor or holder of the Wrapping Note, the makers or then owners of the property described above shall have the right to make payments directly to the holder of the Wrapped Note and to receive like credits against the amounts due under the Wrapping Note, all as more fully set out in the Wrapping Note and Deed of Trust – Wraparound, reference to which is made for all purposes, and in further consideration of the execution and delivery by Grantee of one certain Promissory Note (the “Promissory Note” also referred to as the “Subordinate Note”) of even date herewith in the original principal sum of **TWENTY-TWO THOUSAND NINE HUNDRED AND 00/100 Dollars (\$22,900.00)**, bearing interest at the rate therein stipulated, payable to the order of **PREMIUM SERVICES TRUST** (hereinafter referred to as “Subordinate Lender”), as therein provided, the payment of which Subordinate Note is secured by Vendor’s Lien and superior title hereinafter reserved and retained and assigned to Subordinate Lender, and is additionally secured by a Deed of Trust – Subordinate from the Grantee herein to **BRET A. SCHULTE, TRUSTEE**, conveying unto the Trustee the hereinafter described real property, both the Subordinate Note and the Deed of Trust - Subordinate being secondary and subordinate to the Lien securing payment of the First Lien Wrapped Note and the Wrapping Note described above; and, therefore, Grantor has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto Grantee the following tract

or parcel of land, together with all improvements thereon (the "Property"), more particularly described as:

**LOT 10, IN BLOCK 2, OF EAGLE SPRINGS, SEC. 37, A
SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING
TO THE MAP OR PLAT THEREOF RECORDED UNDER
FILM CODE NO. 628126, OF THE MAP AND/OR PLAT
RECORDS OF HARRIS COUNTY, TEXAS**

This conveyance is made and accepted subject to any and all restrictions, covenants, easements and mineral reservations, if any, affecting the use of the Property now of record in the Office of the County Clerk of the County in which the Property is situated, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, affecting the use of the Property (the "Permitted Encumbrances").

Taxes for the current year have been prorated as of the date hereof and are hereby assumed by Grantee.

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, Grantee's successors and assigns, and subject to the Permitted Encumbrances, Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators and assigns, to Warrant and Forever Defend all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the Vendor's Lien, as well as the superior title in and to the Property, is reserved and retained against the Property until the Wrapping Note, the Subordinate Note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute. The Vendor's Lien, together with the superior title to the Property, are reserved and retained for the benefit of the Lenders, and the same are hereby transferred and assigned to the Lenders, their successors and assigns, without recourse on Grantor.

UNNOTARIFIED COPY

EFFECTIVE the 30th day of November, 2022.

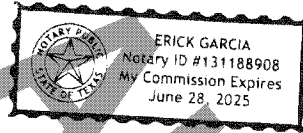
Grantor

Khoa Nguyen
KHOA NGUYEN

THE STATE OF Texas §
COUNTY OF Tarrant §

This instrument was acknowledged before me on this 3rd of February 2023, by
KHOA NGUYEN.

[Signature]
NOTARY PUBLIC



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Pages 5
02/13/2023 02:54 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$30.00

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

RP-2023-49422

UNOFFICIAL

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