



GF: 210812

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**SPECIAL WARRANTY DEED WITH VENDOR'S LIEN**

STATE OF TEXAS

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**KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF FORT BEND

**THAT HREAL COMPANY, LLC**, its address being **17424 WEST GRAND PARKWAY, #163, SUGAR LAND, TEXAS 77479**, hereinafter called "Grantor" (whether one or more), for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration to Grantor paid by **LEONEL A RUBIO AND ARELYS GERTRUDIS MUJO HERNANDEZ, HUSBAND AND WIFE** whose address is **11826 SOUTH EVELYN CIRCLE, HOUSTON, TEXAS 77071**, hereinafter called "Grantee" (whether one or more), the receipt of which is hereby acknowledged and confessed, and the further consideration of the execution and delivery by Grantee of one certain first lien promissory note in the principal sum of **TWO HUNDRED SIXTY FIVE THOUSAND ONE HUNDRED NINE AND ZERO CENTS (\$265,109.00)** of even date herewith, payable to the order of **SECURITYNATIONAL MORTGAGE COMPANY**, whose address is **5300 SOUTH 360 WEST, SUITE 150, MURRAY, UTAH 84123**, hereinafter called "First Lien Mortgagee" bearing interest at the rate therein provided; said first lien promissory note containing the usual attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by First Vendor's Lien and superior title retained herein in favor of said First Lien Mortgagee, and being also secured by a Deed of Trust of even date herewith from Grantee to **JOHN A. DOUGLAS, Trustee**, whose address is **4100 ALPHA ROAD, SUITE 650, FARMERS BRANCH, TEXAS 75244** ("First Lien Trustee" herein); and the further consideration of execution and delivery by Grantee of one certain second lien promissory note of even date herewith, in the principal sum of **TEN THOUSAND SIX HUNDRED FOUR AND ZERO CENTS (\$10,604.00)**, bearing interest at the rate therein provided and being payable to the order of **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**, its address being **P.O. BOX 13941, AUSTIN, TEXAS 78711-3941** ("Second Lien Mortgagee" herein), said second lien promissory note ("Second Lien Note" herein) containing the usual attorney's fee clause and various acceleration of maturity clauses in case of default and being secured by First Vendor's Lien and superior title retained herein in favor of Second Lien Mortgagee, and being also secured by a Deed of Trust of even date with the Second Lien Note ("Second Mortgage"), from Grantee to **ROBERT WILKINSON, Trustee**, whose address is **P.O. BOX 13941, AUSTIN, TEXAS 78711-3941** ("Second Lien Trustee" herein); and

**WHEREAS**, First Lien Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the property hereinafter described, as evidenced by the above-described First Lien promissory note, said Vendor's First Lien and Deed of Trust lien against said property securing the payment of said First Lien promissory note are hereby assigned, transferred and delivered to First Lien Mortgagee, Grantor hereby conveying to said First Lien Mortgagee the said superior title to said property, subrogating said First Lien Mortgagee to all the rights and remedies of grantor in the premises by virtue of said first liens; and

**WHEREAS**, Second Lien Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the property hereinafter described, as evidenced by the above-described Second Lien promissory note, said Vendor's Second Lien and Deed of Trust lien against said property securing the payment of said Second Lien promissory note are hereby assigned, transferred and delivered to Second Lien Mortgagee, Grantor hereby conveying to said Second Lien Mortgagee the said superior title to said property, subrogating said Second Lien Mortgagee to all the rights and remedies of grantor in the premises by virtue of said second liens; and

Grantor has **GRANTED, SOLD, and CONVEYED**, and by these presents does **GRANT, SELL, and CONVEY** unto said Grantee, the property described as:

**LOT SEVENTEEN (17), IN BLOCK TWO (2), SECOND REPLAT OF HUNTER'S GLEN SECTION FIVE-A (5-A), A SUBDIVISION IN FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN SLIDE NO'S. 844/B AND 845/A, OF THE MAP/PLAT RECORDS OF FORT BEND COUNTY, TEXAS**

and more commonly known as **702 SHIREMEADOW DRIVE, MISSOURI CITY, TEXAS 77489.**

**TO HAVE AND TO HOLD** the above described premises, together with all and singular, the rights and appurtenances thereunto in anywise belonging unto the said Grantee, his heirs and assigns, forever. And Grantor does hereby bind himself, his heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto said Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under it, but not otherwise.

Taxes for the current year have been prorated and their payment is assumed by Grantee. All tax prorations are final.

This conveyance is made subject to any and all valid and subsisting restrictions, easements, rights or way, reservations, maintenance charges together with any lien securing said maintenance charges, zoning laws, ordinances or municipal and/or other governmental authorities, conditions and covenants, if any, applicable to and enforceable against the above-described property as shown by the records of the County Clerk of said County.

The use of any pronoun herein to refer to Grantor or Grantee shall be deemed a proper reference even though Grantor and/or Grantee may be an individual (either male or female), a corporation, a partnership or a group of two or more individuals, corporations and/or partnerships, and when this Deed is executed by or to a corporation, or trustee, the words "heirs, executors and administrators" or "heirs and assigns" shall, with respect to such corporation or trustee, be construed to mean "successors and assigns".

It is expressly agreed that the Vendor's Lien is retained in favor of the payee of said First Lien promissory note and Second Lien promissory note against the above-described property, premises and improvements, until said First Lien promissory note and Second Lien promissory note and all interest thereon shall have been fully paid according to the terms thereof, when this deed shall become absolute.

The grantor makes no representations or warranties whatsoever, express or implied, with respect to the condition of the property. Grantee agrees that the property is accepted by grantee in its present condition, as is, where is, with all faults and without any representations or warranties whatsoever, express or implied, other than the special warranty of title in this deed.

Effective Date:

August 19, 2021

UNRECORDED DOCUMENT

EXECUTED this 19th day of August, 2021.

HREAL COMPANY, LLC

BY: [Signature]

PRINTED NAME: VERONICA Burgos

TITLE: Authorized Rep.

STATE OF TEXAS §  
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared VERONICA Burgos, known or proved to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me having executed same as the act of HREAL COMPANY, LLC, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL this 19th day of August, 2021.

[Signature]  
Notary Public in and for the State of Texas  
My commission expires: 9-29-2024



DUPLICATE INSTRUMENT