

311906

CHICAGO TITLE
GF _____

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS)
)
COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS:
)

THAT KIMBERLY L. RIVERS hereinafter called "Grantor" (whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor paid by CARL ELSON RIVERS 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 Promissory Note in the principal sum of ONE HUNDRED FIFTY NINE THOUSAND THREE HUNDRED FIFTY DOLLARS AND NO CENTS (\$159,350.00) of even date herewith, payable to the order of GREENPOINT MORTGAGE FUNDING, INC. hereinafter called "Mortgagee," bearing interest at the rate therein provided; said Note containing the usual reasonable attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by Vendor's Lien and superior title retained herein in favor of said Mortgagee, and being also secured by a Deed of Trust of even date herewith from Grantee to ELDON E. YOUNGBLOOD, 1700 PACIFIC AVENUE SUITE 4100, DALLAS, TX 75201-4675, Trustee; and

WHEREAS, 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 Note, said Vendor's Lien and Deed of Trust lien against said property securing the payment of said Note are hereby assigned, transferred and delivered to Mortgagee, Grantor hereby conveying to said Mortgagee the said superior title to said property, subrogating said Mortgagee to all the rights and remedies of Grantor in the premises by virtue of said liens; and

Grantor has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto said Grantee, the following described property, to-wit:

LOT SEVEN (7), IN BLOCK TWO (2) OF OYSTER CREEK PLANTATION, SECTION TWO, AN ADDITION IN FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN SLIDE NO(S) 1665/A AND 1665/B OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS.

PROPERTY ADDRESS: 4326 WHIPPOORWILL CIRCLE, MISSOURI CITY, TX 77459

TO HAVE AND TO HOLD the above-described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto 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.

Taxes for the current year have been prorated and their payment is assumed by Grantee.

This conveyance is made subject to any and all valid and subsisting restrictions, easements, rights of way, reservations, maintenance charges together with any lien securing said maintenance charges, zoning laws, ordinances of 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 Note against the above-described property, premises and improvements, until said Note and all interest thereon shall have been fully paid according to the terms thereof, when this deed shall become absolute.

RETURN TO:

ARNOLD S. COHN & ASSOCIATES
8300 BISSONNET, SUITE 240
HOUSTON, TX 77074

Loan Number: 0107258154
015494.001 DALLAS 465707 v1

Initials

597091 TX

It is also expressly agreed that a Second Vendor's Lien, subordinate and inferior to the aforesaid Vendor's Lien is retained in favor of GREENPOINT MORTGAGE FUNDING, INC. (the "Second Lien Lender") against the above property, premises and improvements until sums borrowed from the Second Lien Lender, evidenced by a promissory note in the principal amount of \$19,900.00 (the "Second Lien Note"), have been repaid by Grantee to the Second Lien Lender according to the terms of the Second Lien Note.

EXECUTED this 27 day of September, 2002

Kimberly L. Rivers
KIMBERLY L. RIVERS

Carl D. Rivers

CARL D. RIVERS
PRO FORMA

STATE OF TEXAS
County of

Before me Arnold S. Cohn on this day personally appeared
KIMBERLY L. RIVERS known to me (or proved to me on the oath of _____ or through _____ to be the person
whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the
purposes and consideration therein expressed.

Given under my hand and seal of office this 27 day of September 2002
and Carl D. Rivers

(Seal)

Notary Public

Title of Notarial Officer

My Commission Expires



Return to: CARL ELSON RIVERS
4326 WHIPPOORWILL CIRCLE
MISSOURI CITY, TX 77459

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

THIS DOCUMENT WAS
FILED BY AND
RETURNED TO:
CHICAGO TITLE CO

Dianne Wilson

2002 OCT 02 03:25 PM 2002107094

EG \$9.00

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS