

## REAL ESTATE CONTRACT

THIS CONTRACT OF SALE is made by and between the CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation, situated in Brazos County, Texas ("SELLER"), and College Station Independent School District ("BUYER"), upon the terms and conditions set forth herein.

### ARTICLE I PURCHASE AND SALE

1.1 SELLER agrees to sell and convey in fee simple by Special Warranty Deed, and BUYER agrees to purchase and pay for the tract of land known as College Station Conference Center, 1300 George Bush Drive, College Station, Brazos County, Texas, being an approximate 2.35 acre tract of land in College Station, Brazos County, Texas as more particularly described in that certain Warranty Deed filed in the Real Property Records of Brazos County, Texas on June 27, 1980, at Volume 454, Page 427, a copy of which is attached hereto as Exhibit A ("PROPERTY"), together with all and singular the rights and appurtenances pertaining to the PROPERTY, including all right, title and interest of SELLER in and to adjacent roads, streets, alleys or rights-of-way (all of such real PROPERTY, rights, and appurtenances being herein referred to as the "PROPERTY"), together with SELLER's interest in any improvements and fixtures situated on and attached to the PROPERTY, for the consideration and subject to the terms, provisions, and conditions set forth herein. This Contract by SELLER to sell the PROPERTY is subject to approval by the City Council of the City of College Station, Texas; such approval indicated by signature of SELLER's representatives to this Real Estate Contract. This Contract by Buyer to purchase the PROPERTY is subject to approval by the Board of Trustees of the College Station Independent School District; such approval indicated by signature of Buyer's representatives to this Real Estate Contract.

1.2 Within five (5) calendar days of the execution of this Contract, SELLER has requested University Title Company ("Title Company") furnish a Commitment for Title Insurance (the "Title Commitment") to insure title to the BUYER for BUYER's review together with legible copies of all instruments referred to in the Title Commitment. The BUYER shall request the title company to furnish these items to BUYER within fifteen (15) calendar days of the date of this Contract. BUYER shall have a period of ten (10) business days (the "Title Review Period") after receipt of the Title Commitment and the copies of the instruments referred to in Schedule B as exceptions within which to notify SELLER of BUYER's objection to any item shown on or referenced by those documents (the "Reviewable Matters"). Any Reviewable Matter to which BUYER does not object within the Title Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLER as provided herein, SELLER may at its election, on or before closing, attempt to cure same. If SELLER fails to cure same by the closing date, or is unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either (a) waive such objections and accept such title as SELLER is able to convey or (b) terminate this Contract by written notice to

the Title Company and to SELLER, in which case the earnest money shall be refunded to BUYER, and neither SELLER nor BUYER shall have any further rights or obligations under this Contract.

1.3 (a) The City of College Station, Texas, at its expense, will provide a survey of the PROPERTY, showing, without limitation, all adjacent property lines, record ownership of adjoining properties, encroachments, easements, rights-of-way and other encumbrances of record. The survey will reflect any encroachments onto or by the PROPERTY onto adjoining properties. BUYER shall have a period of ten (10) business days (the "Survey Review Period") after receipt of the Survey within which to notify SELLER of BUYER's objection to any item shown on or referenced on the Survey. Any Reviewable Matter to which BUYER does not object within the Survey Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLER as provided herein, SELLER may at its election, on or before closing, attempt to cure same. If SELLER fails to cure same by the closing date, or is unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either (a) waive such objections and accept such title as SELLER is able to convey or (b) terminate this Contract by written notice to the Title Company and to SELLER, in which case any earnest money shall be refunded to BUYER, and neither SELLER nor BUYER shall have any further rights or obligations under this Contract.

(b) The survey drawing shall be addressed to and certified in favor of the BUYER and the Title Company. The field notes description, as prepared by the surveyor, shall be substituted for the description of the PROPERTY as set forth in this Contract and shall be used in the Special Warranty Deed.

1.4 The parties agree that general real estate taxes on the PROPERTY for the then current year, interest on any existing indebtedness, and rents, if any, shall be prorated as of the closing date and shall be adjusted in cash at the closing. SELLER alone shall be liable for any taxes assessed and levied for prior years resulting from any change in use subsequent to the conveyance to BUYER. If the closing shall occur before the tax rate is fixed for the current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. All installments that have matured prior to the closing date on any special taxes or assessments shall be paid by SELLER; and any installments that are provided in the special assessment to mature after closing shall be assumed by BUYER.

1.5 The sale of the PROPERTY shall be made by a Special *Warranty Deed* from SELLER to BUYER in a form agreed to by Buyer and Seller prior to closing.

1.6 Earnest Money. Within five (5) Business Days after the Execution Date, Buyer will deposit the sum of One Hundred and No/100 Dollars (\$100.00) with the Title Company as the earnest money ("Earnest Money") to be held by the Title Company in escrow. If the purchase and sale hereunder is consummated in accordance with the terms and provisions of this Agreement, the entire Earnest Money shall be applied by the Title Company as partial payment of the Purchase Price due at the Closing. During the Inspection Period, the Earnest Money shall be fully refundable to the Buyer except for the Independent Consideration as set forth herein and

Buyer and Seller do hereby expressly instruct the Title Company to release such funds to Buyer without the need for further instructions from either Party. In all other events, the Earnest Money shall be disposed of by the Title Company as provided herein.

1.7 Contract Consideration. As independent consideration for this Agreement, Buyer shall pay Seller the amount of One Hundred and No/100 Dollars (\$100.00) ("Independent Consideration"), which amount has been bargained for and agreed to as consideration for Seller's execution and delivery of this Agreement and Buyer's right to terminate during the Inspection Period. The Independent Consideration is in addition to and independent of all other consideration provided in this Agreement, and is nonrefundable in all events.

1.8 Inspection Period. "Inspection Period" means the period commencing with the Effective Date and ending thirty (30) days thereafter. Within the Inspection Period, Buyer will inspect the Property to determine, in its sole discretion, if it is suitable for the Buyer's use. Upon execution of this Contract, Seller hereby grants Buyer and its designated representatives the continual reasonable right to access and enter the Property for purposes of its inspection and due diligence, including, without limitation, conducting the survey, soil tests, environmental (including a Phase I environmental site assessment to be performed by an environmental consultant selected by Buyer with approval from Seller) and engineering studies, asbestos inspections, antiquities studies, topographical surveys, and any such other tests and studies as Buyer deems necessary to determine the suitability of the Property for Buyer's purposes. All tests and inspections shall be conducted in a good and workmanlike manner and in conformity with all applicable governmental and industry standards. After completion of such inspection, except in the event that Buyer proceeds to closing, Buyer shall restore the Property to substantially the same condition as before such inspection commenced. In the event that Buyer delivers written notice to Seller within the Inspection Period that Buyer desires to terminate this Contract for any reason, the Title Company shall immediately deliver to Buyer the Earnest Money, this Contract shall terminate, and neither Party hereto shall have any further obligation or liability under this Contract to the other Party.

## ARTICLE II PURCHASE PRICE

2.1 The purchase price for said PROPERTY shall be the sum of Seven Hundred Eighty-eight Thousand Four Hundred Thirty AND NO/100 DOLLARS (\$788,430.00). The purchase price shall be payable in full at closing.

## ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

3.1 SELLER hereby represents and warrants to BUYER as follows:

(a) SELLER has the full right, power, and authority to enter into and perform its obligations under this Contract.

(b) SELLER has no actual knowledge of any parties in possession of any portion of the PROPERTY, either as lessees, tenants at sufferance, trespassers, or other persons in possession. Additionally, SELLER has no actual knowledge of any action by adjacent landowners, or any natural or artificial conditions upon the PROPERTY, or any significant adverse fact or condition relating to the PROPERTY, which has not been disclosed in writing to BUYER by SELLER, which would prevent, limit, impede or render more costly BUYER's contemplated use of the PROPERTY.

(c) SELLER has no actual knowledge of any pending or threatened condemnation or similar proceedings or assessment affecting the PROPERTY or any part thereof. SELLER has no actual knowledge of any such proceedings or assessments contemplated by any governmental entity.

(d) SELLER has no actual knowledge that the PROPERTY does not have full and free access to and from public highways, streets, or roads. SELLER has no actual knowledge that there are pending or threatened governmental proceedings that would impair or result in the termination of such access. If SELLER obtains actual knowledge of any such matter subsequent to the date of this Contract that would make any of the representations or warranties untrue if made as of closing, SELLER shall notify BUYER, and BUYER shall have the election of terminating the Contract and receiving back its earnest money, in which case neither party shall have any further obligation to the other.

(e) The PROPERTY has not been illegally subdivided or otherwise held, managed, or maintained in violation of any federal, state, or local law.

(f) SELLER has no actual knowledge that SELLER has not complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the PROPERTY or any part thereof.

(g) If SELLER obtains actual knowledge of any such matter subsequent to the date of this Contract that would make any of the representations or warranties untrue if made as of closing, SELLER shall notify BUYER, and BUYER shall have the election of terminating the Contract and receiving back its earnest money, in which case neither party shall have any further obligation to the other.

(h) With the exception of asbestos containing materials disclosed in the previously conducted studies related to the demolition of improvements on the Property, the SELLER has no knowledge that the PROPERTY contains any environmental hazard not shown on the environmental assessment provided by SELLER to BUYER.

(i) SELLER is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended, Sections 1445 and 7701 (i.e., SELLER is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and regulations promulgated thereunder).

(j) To the best of SELLER's knowledge there are no unpaid charges, debts, liabilities, claims or obligations arising from any construction, occupancy, ownership, use or operation of the PROPERTY, or the business operated thereon, if any, which could give rise to any mechanic's or materialmen's or other statutory lien against the PROPERTY, or any part thereof, or for which BUYER will be responsible.

#### ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

4.1 BUYER represents and warrants to SELLER as of the effective date and as of the closing date that:

(a) BUYER has the full right, power, and authority to purchase the PROPERTY from SELLER as provided in this Contract and to carry out BUYER's obligations under this Contract, and all requisite action necessary to authorize BUYER to enter into this Contract and to carry out BUYER's obligations hereunder has been obtained or on or before closing will have been taken.

#### ARTICLE V CLOSING

5.1 The closing shall be held at University Title Company, within sixty (60) calendar days from the execution and tender of this Contract by BUYER, at such time and date as SELLER and BUYER may agree upon (the "closing date"). The City Attorney is authorized to extend the closing date, subject to the consent and approval of the Buyer.

5.2 At the closing, SELLER shall:

(a) Deliver to BUYER the duly executed and acknowledged Special Warranty Deed prepared by BUYER conveying good and marketable title in the PROPERTY, free and clear of any and all liens, encumbrances, except for the Reviewable Matters and subject to the BUYER's election to terminate this Contract in the event BUYER disapproves of any Reviewable Matter, which objection is to be cured by SELLER on or prior to the closing as provided by Article I of this Contract.

(b) Deliver possession of the PROPERTY to BUYER.

(c) Deliver to BUYER, at BUYER's expense, a Title Policy insuring indefeasible title issued by University Title Company, in BUYER's favor in the full amount of the purchase price, insuring BUYER's fee simple interest in the PROPERTY subject only to such exceptions as shown on the Title Commitment and not objected to by BUYER prior to closing.

(d) Pay one-half (1/2) of the escrow fees.

(e) Pay any and all required property taxes and prorated taxes for the year 2014.

- (f) Pay any and all homeowner's or maintenance fees for prior years and for the current year prorated up to the date of closing.
- (g) Pay the costs to obtain, deliver and record releases or partial releases of all liens to be released at closing.
- (h) Pay the costs to record all documents to cure title objections agreed to be cured by SELLER.
- (i) Pay the certificates or reports of ad valorem taxes.
- (j) Pay the SELLER's expenses and attorney fees.
- (k) Prepare, at its cost, the Special Warranty Deed document.
- (l) Pay the title insurance premium.

5.3 Upon such performance by SELLER at closing, BUYER shall:

- (a) Pay the balance of the purchase price.
- (b) Pay one-half (½) of the escrow fees.
- (c) Pay the costs to obtain, deliver and record all documents other than those to be recorded at SELLER's expense.
- (d) Pay the BUYER's expenses or attorney fees.
- (e) Pay the additional premium for the survey/boundary deletion in the title policy, if the deletion is requested by BUYER.
- (f) Pay the costs of work required by BUYER to have the survey reflect matters other than those required under this contract.

ARTICLE VI  
SPECIAL CONDITIONS

NONE

ARTICLE VII  
BREACH BY SELLER

7.1 In the event SELLER fails to fully and timely perform any of its obligations under this Contract or fails to consummate the sale of the PROPERTY for any reason except BUYER's default, BUYER may:

- a. Terminate this Contract,
- b. Purchase the Property notwithstanding such default pursuant to the remaining terms of this Agreement thereby waiving any claim of default, or
- c. Enforce specific performance of this Agreement; provided, however, that any action for specific performance shall be commenced within one (1) year after Seller's failure to perform or such action shall be barred, and Buyer may commence an action for specific performance only if Seller's default consists of Seller's failure to convey the Property to Buyer pursuant to the terms of this Agreement, it being understood and agreed that Buyer's remedies for any other breach or default by Seller shall be limited to subsection a. or b. above.

ARTICLE VIII  
BREACH BY BUYER

8.1 In the event BUYER fails to consummate the purchase of the PROPERTY (BUYER being in default and SELLER not being in default hereunder), SELLER shall have the right to terminate this Contract.

ARTICLE IX  
MISCELLANEOUS

9.1 Survival of Covenants: Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to the period of time following the closing date, shall survive the closing and shall not be merged by deed or otherwise be extinguished.

9.2 Notice: Any notice required or permitted to be delivered by this Contract shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to SELLER or BUYER, as the case may be, at the addresses set forth below:

SELLER:

City of College Station  
Legal Department  
P.O. Box 9960  
College Station, Texas 77842

BUYER:

College Station Independent School District  
Attn: Office of the Superintendent  
1812 Welsh Avenue  
College Station, Texas 77840

With Copy to: West, Webb, Allbritton & Gentry, P.C.

Attn: Mike Gentry  
1515 Emerald Plaza  
College Station, Texas 77845

9.3 Texas Law to Apply: This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Contract are to be performed in Brazos County, Texas.

9.4 Parties Bound: This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. The persons executing this Contract do so in their capacities as set forth below and in no other capacity whatsoever, and such persons shall have no personal liability for executing this Contract in a representative capacity. All such liability is limited to the principal for which they execute this document as a representative.

9.5 Invalid Provision: In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Contract. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

9.6 Construction: The parties acknowledge that each party and its counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

9.7 Prior Agreements Superseded: This Contract embodies the entire agreement of the parties and supersedes any and all prior understandings or written or oral agreements between the parties respecting subject matter within and may only be amended or supplemented by an instrument in writing executed by the party against whom enforcement is sought.

9.8 Time of Essence: Time is of the essence to this Contract.

9.9 Gender: Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

9.10 Multiple Counterparts: This Contract may be executed in a number of identical counterparts. If so executed, each of the counterparts shall, collectively, constitute but one agreement. In making proof of this Contract it shall not be necessary to produce or account for more than one counterpart.

9.11 Memorandum of Contract: Upon request of either party, both parties shall promptly execute a memorandum of this agreement suitable for filing of record.



The Effective Date of this Real Estate Contract shall be the date on which the last signature is executed as set forth below.

BUYER

COLLEGE STATION INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

SELLER:

CITY OF COLLEGE STATION

BY: \_\_\_\_\_  
Nancy Berry, Mayor  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sherry Mashburn, City Secretary  
Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
Executive Director Business Services  
Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

**TITLE COMPANY RECEIPT**

The undersigned Title Company acknowledges receipt of an original executed copy of this Contract on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ **TITLE COMPANY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

The undersigned Title Company acknowledges receipt of Buyer's Earnest Money in the amount of \_\_\_\_\_ and no/100 Dollars (\$ \_\_\_\_\_) on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ **TITLE COMPANY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A

A-11-WARRANTY DEED-WITH *of a Unit, Single, With Separate and Joint Acknowledgments,* ( *LANTIN Stationery Co., Dallas* )

THE STATE OF TEXAS, }  
COUNTY OR BRAZOS

Know All Men By These Presents:

That the AQM Consolidated Independent School District, acting by authority of the Board of Trustees of said District by resolution duly passed and recorded in the minutes of the meeting of the 24th day of March, 1980, said District

of the County of Brazos, State of Texas for and in consideration of

the sum of Ten and no/100 Dollars and the further consideration of real property received in exchange for that granted, that received being a certain tract of land owned ~~XXXXXX~~ by the City of College Station consisting of a 21.82 acre tract located to the north and west of the intersection of State Highway 2818 and Welch ~~Street~~ Street in College Station, Brazos County, Texas, and being a parcel of land in the Crawford Burnett League in College Station, Texas, a part of an 82.75 acre tract conveyed to Area Progress Corporation by Deed recorded in Vol. 272, Page 442, Deed Records of Brazos County, Texas,

181315

FILED  
At 2 o'clock P.M.

JUN 27 1980

DATE RECORDED 6-30-80

FRANK BORISKIE  
County Clerk, Brazos County, Bryan, Texas  
By *[Signature]* Deputy

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said City of College Station,

of the County of Brazos, State of Texas all that certain

tract of land, along with the buildings thereto attached, known as the Special Services Building fronting on Jersey Street in College Station, Brazos County, Texas, and more fully described as follows:

Being a portion of a 12 acre tract conveyed to the Board of Trustees of the AQM Consolidated Independent School District by Thomas Holik et al by deed recorded in Volume 99, page 573, of the Deed Records of Brazos County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the intersection of the southwest right-of-way line of Holik Drive and the southeast right-of-way line of Jersey Street;

THENCE S 44°36'50" W along the aforesaid southeast right-of-way line of Jersey Street for a distance of 431.49 feet to an iron rod for corner;

THENCE S 45°23'10" E for a distance of 184.26 feet to an iron rod for corner;

THENCE S 85°39'42" E for a distance of 81.60 feet to an iron rod for corner;

THENCE N 40°32'29" E for a distance of 101.96 feet to an iron rod for corner;

THENCE N 00°06'51" W for a distance of 21.00 feet to an iron rod for corner;

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THENCE N 44°14'04" E for a distance of 278.98 feet to an iron rod for corner, said corner also lying in the southwest right-of-way line of Holik Drive;

THENCE N 46°35'22" W along the southwest right-of-way line of Holik Drive for a distance of 230.92 feet to the PLACE OF BEGINNING and containing 2.35 acres of land, more or less.

It is further expressly agreed by and between the parties to this Deed that should the City of College Station decide to sell, transfer or convey by any means the title to the above described tract of land at a future date that the grantee hereunder, the City of College Station, shall first offer to sell and convey said land to the grantor School District for the fair and reasonable market value established at that time. This agreement is binding the City to extend a first offer of sale or refusal to the grantor is a part of the consideration of the exchange of real property referred to in the consideration recited in this Deed; the location of and the condition upon and the use of buildings on the above described 2.35 acres of land are of critical interest to the School District because of the continuing use of adjacent land by the District.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said City of College Station, its assigns and grantees

forever; and we do hereby bind ourselves, and the School District for which we are acting under the law Warrant and Forever Defend all and singular the said premises unto the said City of College Station, its assigns and grantees

against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Witness my hand and seal at College Station, Brazos Co., Texas

April 17th, A.D. 1980

Witness at Request of Grantor: John C. Reager, President, in behalf of the Board of Trustees of the A&M Consolidated Independent School District.

THE STATE OF TEXAS, )

COUNTY OF BRAZOS )

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared JOHN G. REAGOR, President of the Board of Trustees of the ABM Consolidated Independent School District,

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12th day of April, A.D. 1980

(L.S.)



Notary Public, Brazos County, Texas

My Commission Expires June 12th, 1981

THE STATE OF TEXAS, )

COUNTY OF )

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared \_\_\_\_\_

wife of \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said \_\_\_\_\_

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19 \_\_\_\_\_

(L.S.)

Notary Public, \_\_\_\_\_ County, Texas

My Commission Expires June \_\_\_\_\_, 19 \_\_\_\_\_

THE STATE OF TEXAS, )

COUNTY OF )

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared \_\_\_\_\_

and his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said \_\_\_\_\_

wife of the said \_\_\_\_\_ having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said \_\_\_\_\_

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19 \_\_\_\_\_

(L.S.)

Notary Public, \_\_\_\_\_ County, Texas

My Commission Expires June \_\_\_\_\_, 19 \_\_\_\_\_

THE STATE OF TEXAS, )

COUNTY OF )

County Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing dated on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19 \_\_\_\_\_, with its Certificate of Authentication, was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19 \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and was duly recorded this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19 \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., in the Records of said County, in Volume \_\_\_\_\_, on page \_\_\_\_\_.

WITNESS my hand and seal of the County Court of said County, at my office to \_\_\_\_\_

\_\_\_\_\_ the day and year last above written.

Clerk County Court, \_\_\_\_\_ County, Texas.

(L.S.)

By \_\_\_\_\_ Deputy,

W20454-10-02-429

A-161

**WARRANTY DEED**

With Vendor's Lien, Single, Title Expense and Joint Address/Signatures

FROM  
*Atty Consolidated T.S.D.*

*City of Cleburne Station*

FILED FOR RECORD

This \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_

at \_\_\_\_\_ of said \_\_\_\_\_

By \_\_\_\_\_ County Clerk

RECORDED \_\_\_\_\_ Deputy

A.D. 19\_\_\_\_

County Record

Book \_\_\_\_\_

Page \_\_\_\_\_

By \_\_\_\_\_ County Clerk

Deputy

Recording Fee \$ \_\_\_\_\_

This instrument should be filed immediately with the County Clerk for Record

Attest: \_\_\_\_\_

*John G. ...*

STATE OF TEXAS  
COUNTY OF BRAZOS  
I, Frank Boriskie, Clerk of the County Court in and for Brazos County, Texas, do hereby certify that this instrument was FILED on the date and at the time stamped hereon and RECORDED in the volume and page of the DEED Records of said County on the date stamped hereon.  
FRANK BORISKIE, COUNTY CLERK  
Brazos County, Texas  
BY: *Alexander Strickland* Deputy