

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED
WITH VENDOR'S LIEN

DATE: May _____, 2004

GRANTOR: CITY OF COLLEGE STATION, TEXAS

GRANTOR'S MAILING ADDRESS: P.O. Box 9960
(including county) Brazos County
College Station, Texas 77840

GRANTEE: MICHAEL CHAD CANNON

GRANTEE'S MAILING ADDRESS: 111 Luther
(including county) Brazos County
College Station, Texas 7784__

CONSIDERATION:

Ten Dollars (\$10.00) and other good and valuable consideration, and two notes of even date that are described in this paragraph and referred to as the first-lien note and the second-lien note. The first-lien note is in the principal amount of _____ AND ___/100 DOLLARS (\$_____), payable to the order of _____. That first-lien note is secured by a first and superior vendor's lien and superior title retained in this deed for \$_____ and is also secured by a first and superior deed of trust of even date from Grantee to _____. The second-lien note is in the principal amount FIFTEEN THOUSAND and NO/100 DOLLARS (\$15,000.00) and is executed by Grantee, payable to the order of Grantor. The second-lien note is secured by a second and inferior vendor's lien and superior title retained in this deed and by a second and inferior deed of trust of even date from Grantee to Thomas E. Brymer, Trustee, for the benefit of Grantor.

PROPERTY (including any improvements):

All that certain lot, tract or parcel of land lying and being situated in Brazos County, Texas, and being Lot Four (4), Block "A", West Park 2nd Addition, City of College Station, Brazos County, Texas, according to plat thereof recorded in Volume 128, Page 574, of the Official Records of Brazos County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This conveyance is made subject to all valid and subsisting easements, restrictions, rights-of-way, conditions, exceptions, reservations, covenants, oil and gas leases, mineral severances, and other instruments of whatsoever nature of record, if any; zoning laws and other restrictions, regulations, ordinances and statutes of municipal or other governmental authorities applicable to and enforceable against the described premises; rights of adjoining owners in any driveways, walkways, walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping improvements; taxes for 2004 from the date of closing which GRANTEE assumes.

OTHER EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Grantor hereby reserves all interest in the oil, gas, and other minerals in and under and that may be produced from the said property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said property for oil, gas and other minerals and removing the same therefrom.

EXCEPT FOR THE REPRESENTATIONS, IF ANY, CONTAINED IN THIS SPECIAL WARRANTY DEED WITH VENDOR'S LIEN BETWEEN GRANTOR AND GRANTEE, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY (ii) THE MANNER

OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY AND (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY GRANTEE'S ACCEPTANCE OF THIS SPECIAL WARRANTY DEED WITH VENDOR'S LIEN, GRANTEE REPRESENTS THAT GRANTEE HAS MADE (i) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (ii) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY. GRANTEE TAKES THE PROPERTY WITH THE EXPRESS UNDERSTANDING AND STIPULATION THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's successors and assigns, to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor but not otherwise.

The first vendor's lien and superior title retained in this deed secure payment of the first-lien note, and they are transferred to _____ without recourse on Grantor. The second vendor's lien and superior title secure payment of the second-lien note, and all liens securing its payment are second, subordinate, and inferior to the first-lien note, and to all liens securing payment of the first-lien note.

When the context requires, singular nouns and pronouns include the plural.

CITY OF COLLEGE STATION

BY: _____
RON SILVIA, Mayor

ATTEST:

Connie Hooks, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the ____ day of _____, 2004, by RON SILVIA, Mayor of the City of College Station, a Texas Municipal Corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

PREPARED IN THE OFFICE OF:
City of College Station
Legal Department
P.O. Box 9960
College Station, Texas 77842-9960

RETURN ORIGINAL DOCUMENT TO:
City of College Station
Legal Department
P.O. Box 9960
College Station, Texas 77842-9960