

ITC/AGG/1807504-MKDA

**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.**

**Warranty Deed with Vendor's Lien**

**Date:** March 21, 2018

**Grantor:** DAVID W. OSTERMAN

**Grantee:** DONALD SMITH and AMY SMITH, HUSBAND AND WIFE

**Grantee's Mailing Address:**

DONALD SMITH and AMY SMITH  
8108 KICKAPOO  
MCKINNEY, TX 75070

**Consideration:**

Cash and two notes of even date executed by Grantee and referred to as the first-lien note and the second-lien note. The first-lien note is payable to the order of NTFN. INC. in the principal amount of FOUR HUNDRED FIFTY-THREE THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$453,100.00). The first-lien note is secured by the first and superior vendor's lien against, and superior title to, the Property retained in this deed in favor of NTFN. INC. and is also secured by a first-lien deed of trust of even date from Grantee to GREGORY GRAHAM, trustee. The second-lien note is payable to the order of INTERNATIONAL BANK OF COMMERCE in the principal amount of ONE HUNDRED FORTY THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$140,900.00). The second-lien note is secured by a second and inferior vendor's lien against, and superior title to, the Property retained in this deed in favor of INTERNATIONAL BANK OF COMMERCE and is also secured by a second-lien deed of trust of even date from Grantee to ROBERT B. BARNES, trustee.

**Property (including any improvements):**

Lot 12, Block 4, BRYKER WOODS "E", according to the map or plat thereof, recorded in Volume 4, Page 104, Plat Records, Travis County, Texas.

**Reservations from Conveyance:**

None

**Exceptions to Conveyance and Warranty:**

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for 2018, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

NTFN. INC., at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the first-lien note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of NTFN. INC. and are transferred to NTFN. INC. without recourse on Grantor to secure the first-lien note. The second and inferior vendor's lien against and superior title to the Property are retained for the benefit of INTERNATIONAL BANK OF COMMERCE and are transferred to INTERNATIONAL BANK OF COMMERCE without recourse on Grantor to secure the second-lien note. INTERNATIONAL BANK OF COMMERCE agrees that this second and inferior vendor's lien against and superior title to the Property are and will remain subordinate and inferior to all liens securing the first-lien note, regardless of the frequency or manner of renewal, extension, or alteration of any part of the first-lien note or the liens securing it.

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

Executed on the date of the acknowledgement below, but effective as of the Date set forth above.

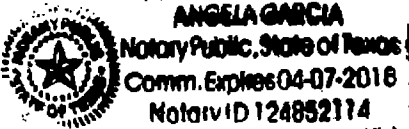
*David W. Osterman*

DAVID W. OSTERMAN

STATE OF TEXAS )

COUNTY OF COLLIN )

This instrument was acknowledged before me on 3/21/18, 2018, by  
DAVID W. OSTERMAN.



*Angela Garcia*

Notary Public, State of Texas

My commission expires: 4/7/18

PREPARED IN THE OFFICE OF:

Schultz & Kellar, PLLC  
For Independence Title Company  
5213 Virginia Parkway  
McKinney, TX 75071

AFTER RECORDING RETURN TO:

DONALD SMITH  
8108 KICKAPOO  
MCKINNEY, TX 75070



**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**

*Dana Debeauvoir*

**DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS**

March 23 2018 08:41 AM

FEE: \$ 38.00 2018042954