

\$ ~~78~~³² GF# 0503808-05
MISSION TITLE, LP

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL 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.

Warranty Deed with Vendor's Lien

Date: December 6, 2005

Grantor: KENNETH M. KISTLER



Grantor's Mailing Address:

Grantee: TERENCE L. VALERA, unmarried



Grantee's Mailing Address:

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 BANK OF AMERICA, N.A. in the principal amount of SIXTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$68,000.00). 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 BANK OF AMERICA, N.A. and is also secured by a first-lien deed of trust of even date from Grantee to PRLAP, INC., trustee. The second-lien note is payable to the order of BANK OF AMERICA, N.A. in the principal amount of SEVENTEEN THOUSAND AND NO/100 DOLLARS (\$17,000.00). 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 BANK OF AMERICA, N.A. and is also secured by a second-lien deed of trust of even date from Grantee to PRLAP, INC., trustee.

Property (including any improvements):

Tract 1: A 0.574 acre parcel of land out of Tract 3 of a subdivision of the Carrie Lynd 237 acre tract, being out of the M.G. de los Santos Survey NO. 82, Abstract 664, County Block 4446, Bexar County, Texas, said Tract 3 being 60.44 acres conveyed to Thema Morgan in Volume 4055, Pages 254-258 of the Deed Records of Bexar County, Texas, said 0.574 acre tract being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes. TOGETHER WITH RIGHT OF INGRESS AND EGRESS, ON AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

Tract 2: A 20 foot wide strip of land out of a 2.350 acre tract conveyed to Jerry W. Lynd and Evelyn Lynd by deed recorded in Volume 7213, Page 479, Bexar County Deed Records, being out of the Maria Gertrude de los Santos Survey No. 82, Abstract No. 664, County Block 4446, Bexar County, Texas, said 20 foot wide ingress and egress easement being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

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 instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2005, which Grantee assumes and agrees to pay, but not subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantor 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.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this deed.

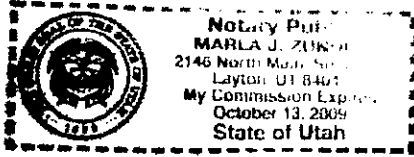
BANK OF AMERICA, N.A., at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the first-lien note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of BANK OF AMERICA, N.A. and are transferred to BANK OF AMERICA, N.A. 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 BANK OF AMERICA, N.A. and are transferred to BANK OF AMERICA, N.A. without recourse on Grantor to secure the second-lien note. BANK OF AMERICA, N.A. 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.


KENNETH M. KISTLER

COUNTY OF ~~BEXAR~~ DAVIS)

This instrument was acknowledged before me on December 7TH, 2005, by
KENNETH M. KISTLER.



Marla J. Zundel
Notary Public, State of ~~Texas~~ UTAH

AFTER RECORDING RETURN TO:

TERENCE L. VALERA

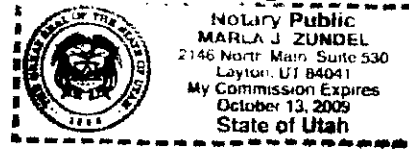


EXHIBIT "A"

Tract 1: A 0.574 acre parcel of land out of Tract 3 of a subdivision of the Carrie Lynd 237 acre tract, being out of the M.G. de los Santos Survey No. 82, Abstract 664, County Block 4446, Bexar County, Texas, said Tract 3 being 60.44 acres conveyed to Thema Morgan in Volume 4055, Pages 254-258 of the Deed Records of Bexar County, Texas, said 0.574 acre tract being more particularly described in Exhibit "A" attached hereto and made a part hereof, TOGETHER WITH RIGHT OF INGRESS AND EGRESS, ON AND ACROSS THE FOLLOWING DESCRIBED PROPERTY;

Tract 2: A 20 foot wide strip of land out of a 2.350 acre tract conveyed to Jerry W. Lynd and Evelyn Lynd by deed recorded in Volume 7213, Page 479, Bexar County Deed Records, being out of the Maria Gertrude de los Santos Survey No. 82, Abstract No. 664, County Block 4446, Bexar County, Texas, said 20 foot wide ingress and egress easement being more particularly described in Exhibit "A" attached hereto and made a part hereof.

Any reference in the legal description of the land to the quantity of acreage or square footage is not a representation of fact, and is included solely for general identification purposes, and shall not be construed to waive, modify or limit the promulgated Schedule B exception for "shortages in area".

EXHIBIT "A"

A 0.574 acre parcel of land out of Tract 3 of a subdivision of the Carrie Lynd 237-acre tract, being out of the M.G. de los Santos Survey No. 82, Abstract 664, County Block 4446, Bexar County, Texas; said Tract 3 being 60.44 acres conveyed to THELMA MORGAN by deed recorded in Volume 4055, Pages 254-258, Bexar County Deed Records; and being more particularly described as follows:

BEGINNING for point of reference at a 1/2" iron pipe found at the southeast corner of said Tract 3;

THENCE N. 88° 48' 00" W. along the south line of Tract 3 a distance of 208.76 feet to an iron pin found; Thence N. 00° 38' 00" W. distance of 208.76 feet to an iron pin for the southeast corner and POINT OF BEGINNING of the herein described parcel;

THENCE S. 89° 22' 00" W. a distance of 89.44 feet to an iron pin set at the southwest corner of this parcel;

THENCE N. 00° 38' 00" W. a distance of 279.72 feet to an iron pin set in the center of a 22-foot-wide ingress and egress easement, for the northwest corner of this parcel;

THENCE N. 89° 22' 00" E. along the centerline of said easement a distance of 89.44 feet to an iron pin found at the northeast corner of this parcel;

THENCE S. 00° 38' 00" E. a distance of 279.72 feet to the point of beginning and containing 0.574 acre of land.

TOGETHER WITH RIGHT OF INGRESS AND EGRESS, ON AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

A 20-foot-wide strip of land out of a 2.350-acre tract conveyed to Jerry W. Lynd and Evelyn E. Lynd by deed recorded in Volume 7213, Page 479, Bexar County Deed Records; being out of the Maria Gertrude de los Santos Survey No. 82, Abstract No. 664, County Block 444 6, Bexar County, Texas; and being more particularly described as follows:

BEGINNING at the northeast corner of said 2.350-acre tract, for the northeast corner of this strip;

THENCE S. 00° 38' 00" E., along the east line of said 2.350-acre tract, a distance of 20.00 feet to a point for the southeast corner of this strip;

THENCE West, parallel to and 20.00 feet south of the north line of said 2.350 acre tract, a distance of 208.67 feet to a point on the west line of said 2.350-acre tract, for the southwest corner of this strip;

THENCE N. 00° 38' 00" W., along said west line, a distance of 20.00 feet to the northwest corner of said 2.350-acre tract, for the northwest corner of this strip;

THENCE East, along the north line of said 2.350-acre tract, a distance of 208.67 feet to the point of beginning, and containing 4173 square feet or 0.096 of land, more or less.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof

Doc# 20050291519 Fees: \$36.00
12/14/2005 1:43PM # Pages 6
Filed & Recorded in the Official Public
Records of BEJAR COUNTY
GERRY RICKHOFF COUNTY CLERK

Any provision herein which attempts to alter, or alter the described real
property because of race is invalid and unenforceable under Federal Law:
STATE OF TEXAS, COUNTY OF BEJAR
I hereby certify that this instrument was FILED in File Number Sequence on
the date and at the time stamped hereon by me and was duly RECORDED
in the Official Public Record of Real Property of Bejar County, Texas on:

DEC 14 2005



Gerry Rickhoff
COUNTY CLERK BEJAR COUNTY, TEXAS