

First American Title/GF#
2677273- F1257

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: December 3, 2021

Grantor: Jamie Thomas
PO Box 217
Wolfe City TX 75496

Grantee: GLA Ventures LLC
4232 Ridge Rd Ste 104
Heath, TX 75032

Consideration:

Ten dollars (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein name, the receipt of which is hereby acknowledged and the further consideration of a note in the amount of **TWO HUNDRED NINETY-SIX THOUSAND NINE HUNDRED SIX AND 07/100 (\$296,906.07)**. Said Note being executed by Grantee, payable to **B1BANK** the note is secured by a vendor's lien retained in favor of Grantor in this deed and by a deed of trust dated **DECEMBER 3, 2021**, from Grantee to **MATTHEW GREENMAN** as **TRUSTEE**.

Property including any improvements (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

Reservations from Conveyance:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

Exceptions to Conveyance and Warranty:

This conveyance is expressly made **SUBJECT TO** all valid and existing easements, mineral or royalty interest, mineral leases and mineral reservations, if any, of record in **Hunt** County, Texas, affecting the property described herein, or which may arise by virtue of unrecorded grant or use.

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, when the claim is made by, through or under Grantor, but not otherwise.

As Is, Where Is, With All Faults. By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or its condition with respect to any hazardous substances or materials or compliance with any applicable environmental laws or ordinances; (v) compliance with local, state or federal ordinances, regulations, statutes or other laws; (vi) all warranties created by any affirmation of fact or promise or by any description of the property; and (vii) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein. Grantor does not warrant that the Property or any improvements located thereon, now or in the future, will meet or comply with the requirements of any safety codes or regulations of the federal, state, city, county, or other authority or jurisdiction. Grantor makes no representations or warranties regarding solid waste, as defined in the Texas Solid Waste Disposal Act and the regulations adopted thereunder or the U.S. Environmental Protection Agency Regulations at 40 C.F.R., Part 261, or the disposal or existence in, on or emanating from the Property, of any hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder. The Grantee is relying solely upon his inspection of the Property, including the structural elements of the improvements and the condition of the surface and subsurface of the land. The Grantee assumes all liability with respect to the condition of the Property and waives all claims against the Grantor. This "as is, where is" provision was a material factor in reaching an agreement on the purchase price for the Property.

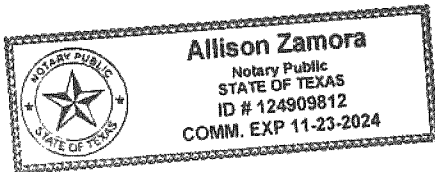
The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

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

Jamie Thomas
Jamie Thomas

STATE OF TEXAS
COUNTY OF HUNT

This instrument was acknowledged before me on, December 3, 2021 by Jamie Thomas.



Allison Zamora
Notary Public, State of Texas

EXHIBIT "A"

All of that certain lot, tract or parcel of land situated in the Joseph Wilson Survey, Abstract No. 1110, Hunt County, Texas, being a part of that certain tract of land described in the deed from Fuller Family Living Trust to Jamie Thomas, as recorded in Document Number 2013-14559 of the OPR Records of Hunt County, Texas (hereinafter called Subject Tract), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found for a corner lying in the intersection of County Road No. 1021 and the projected center line of County Road No. 1023 and the North line of that certain tract of land described in the contract of sale and purchase between the Veterans Land Board of Texas and Garland Henry Edelhauser, as recorded in Volume 924, Page 196 of the Deed Records of Hunt County, Texas, the Southwest corner of the said Subject Tract and the Southeast corner of that certain tract of land described in the deed from Effie Christie to Dominic Chiffolo, as recorded in Document Number 2012-14850 of the OPR Records of Hunt County, Texas;

THENCE N. 00 deg. 07 deg. 06 sec. W. a distance of 634.90 feet to a point for a corner, said corners bears S. 00 deg. 07 min. 06 sec. E. a distance of 515.56 feet from a 1/2" iron rod found for the Northwest corner of the said Subject Tract;

THENCE S. 89 deg. 59 min. 03 sec. E. at a distance of 30.00 feet passing a 1/2" iron rod with plastic cap stamped "STOVALL & ASSOC" set for a reference and continuing in all a distance of 1785.73 feet across the said Subject Tract to a 1/2" iron rod with plastic cap stamped "STOVALL & ASSOC" set for a corner lying in the East line of the said Subject Tract and the west line of that certain tract of land described in the deed from Perry Norman Legrand, et al, to Michael Anthony Glendening, et al, as recorded in Document Number 2013-6140 of the OPR Records of Hunt County, Texas;

THENCE S. 00 deg. 13 min. 10 sec. W. at a distance of 604.90 feet passing a 1/2" iron rod with plastic cap stamped "STOVALL & ASSOC" set for a reference and continuing in all a distance of 634.90 feet along the East line of the said Subject Tract and the West line of the said Glendening tract to a point for a corner lying in the said County Road No. 1021 and the North line of that certain tract of land described in the deed from Teresa Herron Hill, et al, to Stanley M. Prince, et al, as recorded in Volume 1845, Page 384 of the Official Public Records of Hunt County, Texas, the Southeast corner of the said Subject Tract and the Southwest corner of the said Glendening tract;

THENCE N. 89 deg. 59 min. 03 sec. W. a distance of 1781.99 feet along the said County Road No. 1021, the South line of the said Subject Tract, the North line of the said Prince tract and the North line of the said Edelhauser tract to the POINT OF BEGINNING and containing 26.00 acres of land.

AFTER RECORDING RETURN TO:

JAMIE THOMAS
C/O TONY JOHNSON
HOMES AND RANCH REALTY
4691 FM 2194
FARMERSVILLE, TX 75442

**AMENDMENT
TO THE DECLARATION OF DEED RESTRICTIONS RELATED TO
47.1542 ACRES LOCATED IN THE JOSEPH WILSON SURVEY, ON THE EAST SIDE
OF COUNTY ROAD 1023, HUNT COUNTY, TEXAS**

STATE OF TEXAS

COUNTY OF HUNT

THIS AMENDMENT TO THE DECLARATION IS MADE ON THE 3RD DAY OF DECEMBER, 2021 (THIS "AMENDMENT") BY JAMIE THOMAS, AN INDIVIDUAL RESIDING IN THE STATE OF TEXAS ("DECLARANT THOMAS") WHO IS THE SOLE OWNER OF THAT CERTAIN 47.1542 ACRE PARCEL MORE PARTICULARLY DESCRIBED BELOW.

RECITALS

A. WHEREAS, Declarant Thomas is the successor owner of all that certain 47.1542 acre parcel located in Hunt County, Texas (the "Property"), which Property is more particularly described in Exhibit "A" attached hereto;

B. WHEREAS, the Property is subject to that certain Declaration of Deed Restrictions, dated effective December 18, 2012 and recorded in the official records of the Hunt County Recorder's Office on December 27, 2012 as Instrument Number 2012-14852 (the "Deed Restrictions"), which Deed Restrictions were modified related to the Property by Declarant Thomas's successor-in-interest, Roy L. Fuller, Trustee of the Fuller Family Living Trust, Dated November 4, 1997, by that certain Clarification of the Document Titled: Declaration of Deed Restrictions, 47.1542 Acres Located in the Joseph Wilson Survey, on the East Side of County Road 1023, Hunt County, TX; and

C. WHEREAS, Declarant Thomas desires to modify the Deed Restrictions as they relate to the Property as set forth below.

NOW, THEREFORE, Declarant Thomas hereby amends the Declaration as follows:

1. Section 3 of the Declaration is hereby amended and restated in its entirety as follows:

"The Property may only be subdivided or platted in accordance with applicable rules and regulations required by Hunt County existing at the time a subdivision or plat is

approved, including, without limitation, Hunt County requirements related to lot frontage, lot depths, and other related restrictions or limitations imposed by Hunt County.”

2. Section 7 of the Declaration is hereby amended and restated in its entirety as follows:

“No building shall be constructed on the Property or any portion thereof in a manner that does not comply with applicable rules and regulations required by Hunt County related to front yard setbacks, side yard setbacks, and rear yard setbacks.”

3. No Mobile Homes. In connection with Section 5 of the Deed Restrictions, Declarant Thomas affirms that no mobile homes or manufactured homes shall be permitted on the Property or a portion thereof.

4. Conforming Changes. Any other provisions in the Declaration shall be modified to conform with the terms of this Amendment.

5. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas.

6. Affirm Declaration. Except to the extent modified hereby, the Declaration is hereby affirmed and deemed to remain in full force and effect, fully enforceable in accordance with its terms.

7. Recordation. Upon execution by Declarant Thomas, this Amendment may be recorded in the official records of the Hunt County Recorder’s Office. No other signatures or consents shall be required to permit the recordation hereof.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED as of the date first written above.

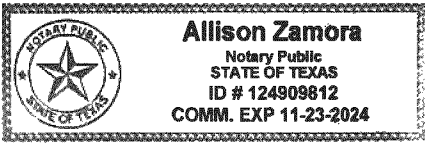
DECLARANT THOMAS:

Jamie Thomas
Jamie Thomas, individually

STATE OF TEXAS)
) SS
COUNTY OF Hunt)

This instrument was acknowledged before me on December 3, 2021 by Jamie Thomas, individually.

Allison Zamora
Notary Public, State of Texas



**THE STATE OF TEXAS
COUNTY OF HUNT**

I hereby certify that this instrument was FILED on the
date and time stamped heron by me and was duly
RECORDED in the Records of Hunt County, Texas

2021-27478

12/07/2021 10:49:30 AM



Becky Landrum

Becky Landrum, County Clerk
Hunt, Texas