GF# 14688-19 JG

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

STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WEBB §

That SHIN HOLDINGS, LLC (hereinafter referred to as "Grantor"), for and in consideration of the sum of TEN AND NO/100THS (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the Grantee herein of that certain promissory note in the original principal sum of ONE MILLION EIGHT HUNDRED SEVENTY FIVE THOUSAND AND NO/100TH DOLLARS (\$1,875,000.00) payable to the order of COMMERCE BANK, 5800 San Dario, Laredo, Texas 78041, the payment of which note is secured by a Deed of Trust to Ignacio Urrabazo, Jr., Trustee, said note representing a portion of the purchase price of the Property, and bearing interest as therein provided, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto NATALY JEON AND SEBASTIAN MATIAS LEE ("Grantee", whether one or more), whose address is 2110 Bermuda Dr., Apt. 4, Laredo, Texas 78045, subject to the matters, reservations from and exceptions to conveyance and warranty hereinafter made, all of the following described real property, to-wit (the "Property"):

Tract I:

Situated in Webb County, Texas and being the Surface Only of Lot Number One (1), in Block Number One (1), SHIN HOLDINGS LLC PLAT, a subdivision situated in the City of Laredo, as per Plat recorded in Volume 31, Page 66, Webb County Plat Records.

Tract II:

A tract of land containing 1.88 acres, more or less, situated in Porcion 26, Abstract 282, Agustin Sanchez, Original Grantee, and Survey 1238, Abstract 425, Estanislado Garza, Northern Division of the City of Laredo. The 1.88 acre tract more fully described in Deed from Vidal Cantu, Jr., et al, to Shin Holdings, LLC dated December 12, 2008 and recorded in Volume 2690, Page 96, Webb County Official Public Records. Said 1.88 acre tract being out of a 2.0 acre tract described in Deed from B.P. Newman Investment Co. to Vidal Cantu, Jr. and Sergio Cantu, dated September 17, 1970 and recorded in Volume 398, Page 515, Webb County Deed Records, said 2.0 acres being out of a 70.4247 acre tract described in Deed from Laredo National Bank and Lucille J. Griffin Trustees of the Mattie C. Johnson Trust, to B. P. Newman Investment Co. dated November 29, 1968 and recorded in Volume 379, Page 535, Webb County Deed Records.

This conveyance is made and accepted subject to the following matters, reservations from, and exceptions to conveyance and warranty:

- 1. Any and all easements, rights of way, and prescriptive rights, whether of record or not; rights of adjoining owners in any fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments, or protrusions or any overlapping of improvements; all presently recorded restrictions, reservations, set back lines, plats, easements, covenants, conditions, oil and gas leases, mineral severances, royalty interests, and other instruments that are still in force and effect and affect the Property, and all building and zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that such matters are still in effect, relating to the hereinabove described Property, including but not limited to the following:
 - a. Covenants, conditions, restrictions, and other matters set forth in instruments recorded in Plat recorded in Volume 31, Page 66, Webb County Plat Records (Tract I), all of which are incorporated herein by reference;
 - All zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are in effect, relating to the hereinabove described property, or any part thereof (Tract I and II);
 - Right of Way Easements dated April 7,1969 executed by BP Newman Investment Co., to Missouri Pacific Railroad Co.in Volume 379, Page 541 Webb County Deed Records (Tract I);
 - Right of Way Dedication dated November 11,1973 executed by Marco Enterprises Inc., et al, to City of Laredo, recorded in Volume 451, Page(s) 253, Webb County Deed Records (Tract I);
 - e. Any and all setback lines, easements, restrictions and/or notations as reflected on Plat recorded in Volume 31, Page 66, Webb County Plat Records (Tract I);
 - f. Street Dedication dated November 6, 1970, executed by BP Newman Investment Co., Vidal Cantu, Jr., Tomas Sergio Cantu and R.R. Company to the City of Laredo, recorded in Volume 400 Page 377, Webb County Deed

- Records (Tract II); and,
- g. Easement and Right of Way dated September 24, 1981, executed by Vidal Cantu, Jr. and Tomas Sergio Cantu to Central Power and Light Company, recorded in Volume 675, Page(s) 426-427, Webb County Deed Records (Tract II).
- 2. Current taxes on the Property having been prorated the payment thereof and of all subsequent taxes on the Property is assumed by Grantee.
- 3. OTHER THAN ANY EXPRESS WRITTEN WARRANTY PROVIDED BY GRANTOR TO GRANTEE, IF ANY, GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE AS SET OUT HEREIN), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER, WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY (AND IMPROVEMENTS), INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON; (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR OF ANY APPLICABLE REGULATIONS **GOVERNMENTAL** THE **AUTHORITY** OR BODY, **(E)** HABITABILITY. MERCHANTABILITY, MARKETABILITY, PROFITABILITY FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE AND PROPERTY **IMPROVEMENTS**; GRANTEE **FURTHER** ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR AND GRANTEE ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION, GRANTEE, FOR ITSELF, AND ITS HEIRS, SUCCESSORS AND ASSIGNS FOREVER WAIVES ALL OBJECTIONS OR CLAIMS AGAINST GRANTOR (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR SOIL CONDITION ON THE PROPERTY, HEREBY AGREEING TO INDEMNIFY GRANTOR AGAINST, AND HOLD GRANTOR HARMLESS FROM, ANY AND ALL CLAIMS, COSTS (INCLUDING ATTORNEY'S FEES), DEMANDS AND CAUSES OF ACTION ASSERTED BY ANY PERSON WITH RELATION TO THE PROPERTY OR ANY IMPROVEMENTS CONSTRUCTED THEREON, INCLUDING ALL SUCH

CLAIMS, DEMANDS AND/OR CAUSES OF ACTION WHICH ARISE OR RESULT FROM, OR ARE ALLEGED TO ARISE OR HAVE RESULTED FROM GRANTOR'S NEGLIGENCE, IN WHOLE OR IN PART. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" AND "WHERE IS" CONDITION AND BASIS AND WITH "ALL FAULTS."

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in anyway belonging unto the said Grantee, Grantee's heirs, personal representatives, successors and assigns forever; and, except as to the reservations from and exceptions to conveyance and warranty, Grantor hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, Grantee's heirs, personal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the vendor's lien, as well as the superior title in and to the above described Property is retained against the Property, premises and improvements, until the above described note, and all interest thereon, are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

COMMERCE BANK, at the instance and request of the Grantee herein, having advanced and paid in cash to the Grantor that portion of the purchase price of the Property as is evidenced by the hereinabove described notes, the vendor's lien, together with the superior title to the Property, is retained herein for the benefit of COMMERCE BANK, and the same are hereby TRANSFERRED AND ASSIGNED to COMMERCE BANK.

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

EXECUTED this 9 day of SEPTEMBER , 2019.

GRANTOR(S):

SHIN HOLDINGS, LLC

| | | Name printed: | IN 500 S | 7// |
|--|---|--|---|--|
| STATE OF TEXAS | § | | | |
| COUNTY OF WEBB | § | | | |
| This instrument was IN SOO SHIN LLC, a Texas limited liability | acknowledged b , PRES ty company, on b | efore me this 9 day IDENT ehalf of said company. | of <u>SEPTEMBER</u> , 201 of SHIN HOLDIN | 9 by IGS, |
| NOTARY PUB MY COM | ET GARZA LIC STATE OF TEXAS M. EXP. 04/07/22 ID 12564846-9 | Notary Public, S | Late of Tlexas | -************************************* |
| NATALY JEON | | | | |
| SEBASTIAN MATIAS LE | E | | | |
| STATE OF TEXAS | § | | | |
| COUNTY OF WEBB | § | | | |
| This instrument was NATALY JEON. | acknowledged b | efore me this day | of, 201 | 9 by |
| | | Notary Public, S | tate of Texas | |

| | | GRANTOR(S): | GRANTOR(S): SHIN HOLDINGS, LLC | |
|-------------------|-------------------|--------------------------|-----------------------------------|--|
| | | SHIN HOLDINGS, I | | |
| | | By: Title: Name printed: | | |
| STATE OF TEXAS | § | | | |
| COUNTY OF WEBB | § | | | |
| This instrument w | as acknowledged b | efore me this day of _ | , 2019 by | |

AGREED AND ACCEPTED:

NATALINIDAN

SEBASTIAN MATIAS LEE

STATE OF TEXAS

§

LLC, a Texas limited liability company, on behalf of said company.

COUNTY OF WEBB

§

This instrument was acknowledged before me this 9 day of SEPTEMBER, 2019 by NATALY JEON.

JANET GARZA
NOTARY PUBLIC STATE OF TEXAS
MY COMM EXP 04/07/22
NOTARY ID 12564846-9

Notary Public, State of Texa

Notary Public, State of Texas

Page 6 of 6

STATE OF TEXAS

§

COUNTY OF WEBB

§

This instrument was acknowledged before me this $\underline{9}$ day of $\underline{\text{SEPTEMBER}}$, 2019 by SEBASTIAN MATIAS LEE.

JANET GARZA
NOTARY PUBLIC STATE OF TEXAS
MY COMM EXP 04/07/22
NOTARY ID 12564846-9

Notary Public, State of Tieka

DOC #1371952 Recorded 09/16/2019 02:56:41 PM

Rosly Only

By: RODRIGO ORNELAS JR., DEPUTY MARGIE RAMIREZ IBARRA, COUNTY CLERK

Fees: \$50.00

STATE OF TEXAS

COUNTY OF WEBB

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS
FILED ON THE DATE AND AT THE TIME STAMPED
HERON BY ME AND WAS DULY RECORDED IN THE
VOLUME AND PAGE OF THE OFFICIAL PUBLIC
RECORDS OF WEBB COUNTY TEXAS AS STAMPED
HEREON BY ME



Margie Ramers Stome COUNTY CLERK WEBB COUNTY, TEXAS