

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: June 23, 2014

Grantor: James Louis Tuten

Grantor's Mailing Address:

820 E. College
Seguin, TX 78155-3220

Grantee: Christopher Kielman and Amy Benner, husband and wife

Grantee's Mailing Address:

P. O. Box 742
Jourdanton, TX 78026

Consideration:

Cash and Grantee's assumption and agreement to pay, according to the terms of the first-lien note, the unpaid principal and earned interest of SEVENTY-SEVEN THOUSAND EIGHT HUNDRED FORTY-FIVE AND 22/100 DOLLARS (\$77,845.22) with interest from June 1, 2014 on the first-lien note, and a second-lien note of even date executed by Grantee. The first-lien note is dated September 30, 2011, is executed by James Louis Tuten, and is payable to the order of Veteran's Land Board of the State of Texas in the principal amount of EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00). The first-lien note is secured by the first and superior vendor's lien against, and superior title to, the Property retained in a deed dated September 30, 2011 and recorded in County Clerk File No. 125304 of the real property records of Atascosa County, Texas. The first-lien note is also secured by a first-lien deed of trust of even date to Jerry Patterson, trustee, recorded in County Clerk File No. 125305 of the real property records of Atascosa County, Texas. As further consideration Grantee promises to keep and perform all the covenants and obligations of the grantor named in that deed of trust and to indemnify, defend, and hold Grantor harmless from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this assumption by Grantee. The second-lien note is payable to the order of Grantor in the principal amount of TWENTY-FOUR THOUSAND SIX HUNDRED FIFTY FOUR AND 78/100 DOLLARS (\$24,654.78). 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 and is also secured by a second-lien deed of trust of even date from Grantee to Henry Grun, trustee.

Property (including any improvements):

25.00 acres of land in Atascosa County, Texas, out of the Galba Fugua Survey No. 1181, A-271, being a portion of that certain 261.10 acre tract in Document # 93266, official Public records of Atascosa County, Texas. Said tract of land is more particularly described in Exhibit "A" which is attached hereto and made a part hereof for all purposes.

Reservations from Conveyance:

This conveyance is made subject to all previous mineral reservations of record affecting subject property. Grantor has no rights to oil, gas and other liquid hydrocarbons. It is the intent of Grantor to convey all coal, lignite and other hard or surface mined minerals.

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 2014, 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.

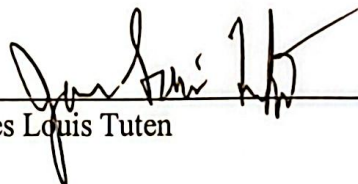
The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

The second and inferior vendor's lien against and superior title to the Property are retained for the benefit of Grantor to secure both Grantee's assumption of the first-lien note and payment of the second-lien note to Grantor. Grantee's assumption of the first-lien note is also secured by a deed of trust to secure assumption of even date, from Grantee to Henry Grun, trustee. If Grantee defaults in payment of the assumed note or the second-lien note or in observance of any covenant or condition of any instrument securing their payment, Grantor will have the right to foreclose the vendor's lien reserved in this deed. Grantor assigns to Grantee all funds on deposit for payment of taxes and insurance premiums.

Grantor, for the same Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee, without express or implied warranty, the strips or gores, if any, between the Property and abutting properties and land lying in or under any public thoroughfare, opened or proposed, abutting or adjacent to 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. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded as to the property conveyed by this paragraph.

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



James Louis Tuten

STATE OF TEXAS)

COUNTY OF BEXAR)

This instrument was acknowledged before me on June 23, by James Louis Tuten.





Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Law Office of Henry Grun
222 Main Plaza East
San Antonio, Texas 78205
Tel: (210) 227-5161
Fax: (210) 227-8553

AFTER RECORDING RETURN TO:

Christopher Kielman
P. O. Box 742
Jourdanton, TX 78026