

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS

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)
)

MIN #:1001504-0803000302-5

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

THAT ANGEL A. MILLMAN and ANDREW GUTIERREZ MILLMAN, WIFE AND HUSBAND

, hereinafter called "Grantor" (whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor paid by JOHN P. TEDESCO, AN UNMARRIED PERSON

, hereinafter called "Grantee" (whether one or more), the receipt of which is hereby acknowledged and confessed, and the further consideration of the execution and delivery by Grantee of one certain Promissory Note in the principal sum of Eighty Seven Thousand Eight Hundred Ninety Nine and no/100

herewith, payable to the order of MILESTONE MORTGAGE CORPORATION Dollars (\$ 87,899.00) , of even date

hereinafter called "Mortgagee," bearing interest at the rate therein provided; said Note containing the usual reasonable attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by Vendor's Lien and superior title retained herein in favor of said Mortgagee, and being also secured by a Deed of Trust of even date herewith from Grantee to L. B. HODGES

10255 RICHMOND AVENUE #450, HOUSTON, TX 77042

, Trustee; and

WHEREAS, Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the property hereinafter described, as evidenced by the above-described Note, said Vendor's Lien and Deed of Trust lien against said property securing the payment of said Note are hereby assigned, transferred and delivered to Mortgagee, Grantor hereby conveying to said Mortgagee the said superior title to said property, subrogating said Mortgagee to all the rights and remedies of Grantor in the premises by virtue of said liens; and

Grantor has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto said Grantee, the following described property, to-wit:

LOT 28, BLOCK 24, NEW CITY BLOCK 1946, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 642, PAGE 178, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

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TO HAVE AND TO HOLD the above-described premises, together with all and singular, the rights and appurtenances thereunto in anywise belonging unto said Grantee, his heirs and assigns, forever. And Grantor does hereby bind himself, his heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto said Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Taxes for the current year have been prorated and their payment is assumed by Grantee.

This conveyance is made subject to any and all valid and subsisting restrictions, easements, rights of way, ^{mineral}reservations, ^{initials} maintenance charges together with any lien securing said maintenance charges, zoning laws, ordinances of municipal and/or ^{initials} other governmental authorities, ~~conditions~~ and covenants, if any, applicable to and enforceable against the above-described property as shown by the records of the County Clerk of said County.

The use of any pronoun herein to refer to Grantor or Grantee shall be deemed a proper reference even though Grantor and/or Grantee may be an individual (either male or female), a corporation, a partnership or a group of two or more individuals, corporations and/or partnerships, and when this Deed is executed by or to a corporation, or trustee, the words "heirs, executors and administrators" or "heirs and assigns" shall, with respect to such corporation or trustee, be construed to mean "successors and assigns."

It is expressly agreed that the Vendor's Lien is retained in favor of the payee of said Note against the above-described property, premises and improvements, until said Note and all interest thereon shall have been fully paid according to the terms thereof, when this deed shall become absolute.



EXECUTED this 21st day of October 2003

Angel A. Millman

ANGEL A. MILLMAN

Andrew Gutierrez Millman

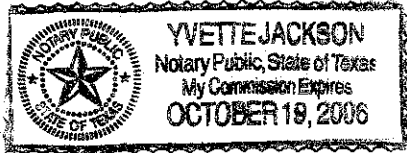
ANDREW GUTIERREZ MILLMAN

GRANTEE'S ADDRESS:
JOHN P. TEDESCO
1714 SUMMIT AVE
SAN ANTONIO, TX 78201

STATE OF TEXAS
County of *Bexar*

Before me *the undersigned Notary* on this day personally appeared
ANGEL A. MILLMAN and ANDREW GUTIERREZ MILLMAN

known to me (or proved to me on the oath of *TDL*) or through
TDL) to be the person whose name is subscribed to the foregoing
instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.
Given under my hand and seal of office this *21th* day of *October, 2003*



Yvette Jackson
Notary Public

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Pages 2
10/30/2003 01:41:09 PM
Filed & Recorded in
Official Records of
BEXAR COUNTY
GERRY RICKHOFF
COUNTY CLERK
Fees \$16.00

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law STATE OF TEXAS, COUNTY OF BEXAR
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 Bexar County, Texas on:

OCT 30 2003



Gerry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS