

GENERAL WARRANTY DEED

Grantor: —

Grantor's Mailing Address:

Grantee: , Trustee

Consideration:

Cash and other good and valuable consideration.

Property (including any improvements):

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 of record; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for the year of this deed, which Grantee assumes and agrees to pay.

Full power and authority are granted to the Trustee with respect to the Property, and the Trustee shall have all of the powers conferred upon trustees by the Texas Trust Code, and by any future amendments to the Texas Trust Code or any corresponding statute. In addition to such powers, the Trustee is specifically authorized a) to purchase any real property for the Trust at such times and on such terms as may be deemed beneficial to the Beneficiaries, including the power to assume loans, solely in his or her capacity as Trustee, or to take title to Trust Property subject to an existing loan; b) to borrow money in his or her capacity as Trustee, and, solely in his or her capacity as Trustee, to give

bonds or sign notes, deeds of trust or other security instruments conveying a lien on the whole or any part of the Trust Property; c) to take possession of the Trust Property in the event it becomes vacant; d) to sell at public auction or private sale, or to barter or exchange or otherwise dispose of any part or all of the Trust Property which may from time to time form part of the Trust estate, subject to such terms, conditions, and restrictions, and for such consideration, either cash or credit, as may be deemed beneficial to the Beneficiaries; e) to lease the whole or any part of the Trust Property for such consideration and on such terms as may be deemed beneficial to the Beneficiaries; f) to repair, alter, tear down, add to or erect any building or buildings upon land belonging to the Trust; g) to fill, grade, drain, improve, and otherwise develop any land belonging to the Trust; h) to make, execute, acknowledge and deliver, solely in his or her capacity as Trustee, any and all documents, instruments or other obligations of whatever nature relating to the Trust Property, including, but not limited to, deeds, notes, deeds of trust, releases, easements, leases, option agreements or addendums, contracts, management and other agreements, closing statements, and affidavits, and generally to have full power to do all things and perform all acts necessary to make them proper and legal; i) to collect any and all money relating to the Trust Property which may be due and payable to the Trustee or to the Trust, from whatever source it may be derived, including, but not limited to, notes, rents, obligations, dividends, insurance proceeds, and payments of any type, and to deposit the money in any bank or other depository deemed beneficial to the Beneficiaries; j) to pay all lawful taxes and assessments and the necessary expenses of the Trust; k) to employ such officers, brokers, engineers, architects, carpenters, contractors, agents, accountants, attorneys, counselors and such other persons deemed expedient or necessary, and to designate their duties and fix their compensation; l) to represent the Trust and the Beneficiaries in all suits and legal proceedings relating to the Trust Property in any court of law or equity, or before any other bodies or tribunals; m) to begin suits and to prosecute them to final judgment or decree; n) to compromise claims or suits, and to submit the same to arbitration when deemed necessary or proper; o) to arrange, pay for and keep in force such insurance as is deemed advisable with such companies, in such amounts and against such risks as are deemed necessary by the Trustee; and p) to perform any act which the Beneficiaries direct the Trustee to perform.

No party dealing with the Trustee regarding the Property in any manner whatsoever, including, but not limited to, a party to whom the Property or any part of it or any interest in it shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, shall be obliged to see to the application of any purchase money, rent, money borrowed, paid or otherwise advanced to the Trustee; to see that the terms of the Trust Agreement have been complied with; to inquire into the authority, necessity or expediency of any act of the Trustee; or be privileged to inquire into any of the terms of the Trust Agreement. Every deed, mortgage, lease or other instrument executed by the Trustee in relation to the Property shall be conclusive evidence in favor of every person claiming any right, title or interest from the Trustee that at the time of its delivery the Trust created under the Trust Agreement was in full force and effect; that the instrument was executed in accordance with the terms and conditions of the Trust Agreement and all its amendments, if any, and is binding upon the Beneficiaries under it; that the Trustee was duly authorized and empowered to execute and deliver every such instrument; and if a conveyance

has been made to a successor or successors in trust, that the successor or successors have been appointed properly and are vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust.

The interests of each and every Beneficiary under the Trust Agreement and all persons claiming under them shall be only the right to receive or direct the disposition of the proceeds from the rental, mortgage, sale, or other disposition of the Property, and such interest is hereby declared to be personal property. No Beneficiary now has, or shall subsequently at any time have, any right, title or interest, in or to any portion of the Property, it being the intention of this instrument to vest the full legal and equitable title to the Property in the Trustee. No Beneficiary shall have the right to require partition of the Property.

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.

Grantee accepts the conveyance of the Property subject to the liens securing the payment of a note which is described in and secured by a Deed of Trust recorded in Harris County. Grantee does not assume payment of the note or liability under any instrument securing it. By this deed, Grantor does hereby assign, transfer and deliver to Grantee all of Grantor's interest in the funds held in the existing escrow account, if any, with the lienholder, its successors and assigns. Further, by this deed Grantor does hereby transfer and assign to Grantee all of Grantor's right, title and interest to any unearned insurance premium that may exist at this time as well as Grantor's interest in any insurance claims, past, present or future, relating to the Property.

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

Acknowledgment

State of Texas §
 §
County of _____ §

This instrument was acknowledged before me on the _____ day of _____,
____, by _____

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Notary Public, State of Texas

Commission Expires: _____

Notary's Name Typed or Printed:

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After Recording Return To: