

TAX RESALE DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.

DATE: _____, 2024

GRANTOR:

City of Waco, Trustee for itself, Waco Independent School District and County of McLennan, Texas as to Tracts 1, 2 and 3.

La Vega Independent School District as to Tract 1.

GRANTEE: Neighborhood Housing Services of Waco, INC., d/b/a NeighborWorks Waco, a Domestic Nonprofit Corporation

GRANTEE'S MAILING ADDRESS: 922 Franklin Avenue, Waco, Texas 76701

PROPERTY:

TRACT 1: *Lot 9, Block 35, J.F. Carver Park Addition, to The City of Waco, McLennan County, Texas being that property acquired by GRANTOR in Sheriff's Deed recorded in Volume 373, Page 570 of the Official Public Records, McLennan County, Texas*

(Tax Account No. 480078020503008)

Property Address: 905 Delano Street

TAX LAWSUIT: Cause No. 98-3008-4; The City of Waco, Texas vs. John Wesley Lewis, et al

CONSIDERATION: \$5,008.33

TRACT 2: *Lot 5, Block 35, Carver Park Addition, to The City of Waco, McLennan County, Texas being that property acquired by GRANTOR in Constable's Deed recorded in MCC #2013042776 of the Official Public Records, McLennan County, Texas*

(Tax Account No. 480078020499004)

Property Address: 916 Calumet

TAX LAWSUIT: Cause No. 2011-4922-5; The City of Waco, Texas vs. Odie Mae Smith Jackson, et al

CONSIDERATION: \$5,008.33

TRACT 3: *Lot 4, Block 30, Carver Park Addition, to The City of Waco, McLennan County, Texas being that property acquired by GRANTOR in Constable's Deed recorded in MCC #2013012057 of the Official Public Records, McLennan County, Texas*

(Tax Account No. 480078020429002)

Property Address: 912 Dunbar Street

TAX LAWSUIT: Cause No. 2012-2186-4; The City of Waco, Texas vs. Larneter Collins

CONSIDERATION: \$5,008.34

Right of Reverter:

GRANTEE shall, on or before two years from the recording of this deed, complete construction on the PROPERTY. Construction shall be considered completed when all necessary final inspections for the structure on the PROPERTY are completed and the structure is cleared for occupancy by a human by the City of Waco.

If, within two years from the recording of this deed, GRANTEE desires to sell or convey the PROPERTY without having reached construction completion as determined exclusively by the City of Waco, GRANTEE must provide GRANTOR the first right to repurchase the PROPERTY for the same consideration amount GRANTOR originally sold the property to GRANTEE.

If GRANTEE fails to comply with any Right of Reverter provisions, GRANTOR shall provide written notice to GRANTEE of the failure to comply with said provision(s) and GRANTOR shall provide a 90-day time period for GRANTEE to cure the noticed failure(s) from the date of the notice. If GRANTEE fails to timely cure, GRANTOR shall file an Affidavit of Fact in the Official Public Records of McLennan County, Texas, stating that GRANTEE failed to comply with the Right of Reverter provisions in this deed. Upon filing of said Affidavit of Fact, the PROPERTY shall automatically revert back to GRANTOR.

GRANTOR, for and in consideration of the amount set out above, and subject to the reservations from and exceptions to conveyance, and other good and valuable consideration paid by the GRANTEE, the receipt and sufficiency of which are acknowledged by GRANTOR, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to the GRANTEE all of the right, title and interest, of GRANTOR in the PROPERTY acquired by the tax sale held under the TAX LAWSUIT referenced above.

TO HAVE AND TO HOLD all of its right, title and interest in and to the PROPERTY unto the said GRANTEE, the GRANTEE'S successors and assigns forever without warranty of any kind, so that neither the GRANTOR, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the PROPERTY, premises or appurtenances, or any part thereof.

GRANTOR excludes and excepts any warranties, express or implied, regarding the PROPERTY, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor.

GRANTOR has not made, and does not make, any representations, warranties or covenants of any kind or character whatsoever, whether express or implied with respect to the quality or condition of the PROPERTY, the suitability of the PROPERTY for any and all activities and uses which GRANTEE may conduct thereon, compliance by the PROPERTY with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, GRANTOR does not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the PROPERTY.

The PROPERTY is hereby sold, transferred, and assigned to GRANTEE "as is" and "with all faults".

This conveyance is expressly made subject to property taxes for the tax year 2024 and subsequent years.

This conveyance is expressly subject to any existing right of redemption remaining to the former owner of the PROPERTY under the provisions of law.

This conveyance is expressly subject to all easements and restrictions of record.

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

IN TESTIMONY WHEREOF, GRANTOR, pursuant to Section 34.05 of the Texas Property Tax Code, and in accordance with the Amended Memorandum of Understanding Between the City of Waco, Texas, McLennan County and Waco Independent School District dated May 27, 2021, has caused these presents to be executed on the date set forth in the acknowledgement attached hereto, to be effective as of DATE.

CITY OF WACO, TRUSTEE FOR ITSELF,
WACO INDEPENDENT SCHOOL DISTRICT AND
THE COUNTY OF MCLENNAN, TEXAS

BY: _____
Bradley Ford
City Manager

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

Michelle Hicks, City Secretary

Kathleen F. Perdon, Acting City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Bradley Ford, City Manager of the City of Waco, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____ 2024.

Notary Public, State of Texas

LA VEGA INDEPENDENT SCHOOL DISTRICT

BY: _____
Myron Ridge, President
Board of Trustees

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned authority, on this day personally appeared Myron Ridge, President, Board of Trustees, La Vega Independent School District, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____ 2024.

Notary Public, State of Texas

After Recording, Return To: *McCreary Law Firm, P.O. Box 1669, Waco, Texas 76703-1669*