

“NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.”

TAX DEED

STATE OF TEXAS §
 §

COUNTY OF HUTCHINSON §

WHEREAS, by an Order of Sale issued out of the 84th Judicial District Court of Hutchinson County, Texas; in Cause No. 44397 styled Hutchinson County, vs. Burney Loye D Sr and Alma M Revocable Living Trust, and delivered to the Sheriff directing him to seize, levy upon and sell the hereinafter described property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by a judgment rendered in said cause on the 18th day of November, 2024, in favor of the Plaintiffs.

WHEREAS, in obedience to said Order of Sale, the Sheriff did seize and levy on the hereinafter described property and all the estate, right, title and interest or claims which said Defendants so had, in and to, on the 18th day of November, 2024 and since that time had of, in and to, the hereinafter described real property; and as prescribed by law for Sheriff's sales, did offer to sell such real property at public auction.

WHEREAS, at said sale no bid being received which was equal to the adjudged value of said real property as fixed by said court or the aggregate amount of said judgment established therein, the title to said real property pursuant to said judgment and Section 34.01 of the Texas Property Tax Code was struck off in trust for the use and benefit of each taxing district having been by said judgment adjudged to have valid tax liens against such real property, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the taxing entities set forth in the judgment in said cause, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of **TWO THOUSAND FIVE HUNDRED FIFTY DOLLARS AND 00/100 (\$2,550.00)**, said amount being the highest and best offer received from **Jose Diaz, 2013 Elmore, Borger, Texas 79007**, receipt of which is hereby acknowledged, and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, and further subject to all presently recorded and validly existing restrictions, reservations, covenants, conditions, easements, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

Lots Twenty-Two thru Twenty-Seven Inclusive (22-27), Block Forty-Nine (49), Original Townsite of Borger, Hutchinson County, Texas (R15898)

WHEREAS this conveyance is also subject to the following Fee Simple Determinable Condition:

Grantee will do everything necessary to bring the Property into compliance with all state and local codes within six months after expiration of the redemption period. An affidavit stating that the condition has been fulfilled recorded within four months after expiration of the redemption period, if not contradicted by a recorded statement filed within the same four months, is conclusive evidence that the condition has been satisfied, and Grantee and third parties may rely on it.

TO HAVE AND TO HOLD the above described property unto the named purchaser Jose Diaz, his/her heirs, successors and assigns forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of judgment in the above referred tax suit to all taxing units which were a party of said suit and as fully and absolutely as the entities named below can convey the above described real property by virtue of said judgment and Order of Sale and said Section 34.05 of the Texas Property Tax Code.

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.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE.

This tax deed may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Jose Diaz

This instrument was acknowledged before me on the _____ day of _____, _____, by Jose Diaz.

Notary Public, State of Texas

This deed is effective as of the date of the last notary acknowledgment of the Grantors' and Grantee's signatures.

CITY OF BORGER

By: _____
Karen Felker, Mayor

ATTEST:

City Secretary

This instrument was acknowledged before me on the _____ day of _____,
_____, by Karen Felker, Mayor on behalf of CITY OF BORGER in its capacity therein stated.

Notary Public, State of Texas

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**HUTCHINSON COUNTY**

By: \_\_\_\_\_  
Cindy Irwin, County Judge

ATTEST:

\_\_\_\_\_  
County Clerk

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by Cindy Irwin, County Judge, on behalf of HUTCHINSON COUNTY in its capacity  
therein stated.

\_\_\_\_\_  
Notary Public, State of Texas

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BORGER INDEPENDENT SCHOOL DISTRICT

By: _____
Payton Lumpkin, Board President

ATTEST:

Board Secretary

This instrument was acknowledged before me on the _____ day of _____,
_____, by Payton Lumpkin, Board President, on behalf of BORGER INDEPENDENT SCHOOL
DISTRICT in its capacity therein stated.

Notary Public, State of Texas

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**HUTCHINSON COUNTY HOSPITAL DISTRICT**

By: \_\_\_\_\_  
Jesse Shuffield, Board President

ATTEST:

\_\_\_\_\_  
Board Secretary

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by Jesse Shuffield, Board President, on behalf of HUTCHINSON COUNTY HOSPITAL  
DISTRICT in its capacity therein stated.

\_\_\_\_\_  
Notary Public, State of Texas

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FRANK PHILLIPS COLLEGE

By: _____
Marlene McKinney, Board Chairman

ATTEST:

David Speed, Board Secretary

This instrument was acknowledged before me on the _____ day of _____,
_____, by Marlene McKinney, Board Chairman, on behalf of FRANK PHILLIPS COLLEGE in
its capacity therein stated.

Notary Public, State of Texas

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