

**GENERAL WARRANTY DEED IN LIEU OF FORECLOSURE**

**Date:** \_\_\_\_\_, 20\_\_\_\_

**Grantor:** \_\_\_\_\_, a \_\_\_\_\_ company

**Grantor's Mailing Address:** \_\_\_\_\_

**Grantee:** \_\_\_\_\_

**Grantee's Mailing Address:** \_\_\_\_\_

**Deed of Trust:** Deed of Trust dated \_\_\_\_\_, executed by Grantor and recorded as Document No. \_\_\_\_\_, as subsequently amended and modified.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ("Grantor"), hereby does grant, bargain, sale and convey to Grantee that certain real property located in the County of \_\_\_\_\_, State of Texas, as more particularly described in Exhibit "A" attached hereto (the "Land") together with all right, title and interest of Grantor in and to all easements, privileges and rights appurtenant to the Land and pertaining or held and enjoyed in connection therewith and all of Grantor's right, title and interest in and to any land lying in the bed of any street, alley, road or avenue to the centerline thereof in front of, or adjoining the Land and all buildings and improvements now located or hereafter constructed on the Land (collectively, the "Property").

Grantor further declares and warrants that: this General Warranty Deed ("Deed") is a present, complete and absolute conveyance, Grantor having sold the Property for a fair and adequate consideration; this conveyance is freely and fairly made; this Deed is not intended as a mortgage, deed of trust or other security of any kind; possession of the Property is hereby surrendered and delivered to Grantee; Grantee has advised Grantor to consult an attorney concerning this Deed; Grantor understands the effect of this Deed; in executing this Deed, Grantor is not acting under any duress, undue influence or coercion by Grantee or by any of its representatives, agents or attorneys.

It is the intent of Grantor and Grantee that Grantee's interest in the Property shall not merge with the interest of Grantee under the Deed of Trust, and the transfer of such interest to Grantee hereunder shall not so merge with Grantee's interest under the Deed of Trust, and the Deed of Trust shall remain as a first priority lien on the Property, upon which Grantee may foreclose, whether judicially or non-judicially, pursuant to its power of sale under the Deed of Trust, notwithstanding the transfer of the Property to Grantee.

Grantor agrees and warrants that if, for any reason, this conveyance shall be held ineffective in any particular, or in the event of the setting aside of this conveyance or a reconveyance of the Property to Grantor by reason of any proceedings instituted under the United States Bankruptcy Code, 11 U.S.C. Section 101, et seq., or any state bankruptcy or insolvency law, then Grantee shall be subrogated to, or shall be considered to have retained, as against Grantor, all of Grantee's rights under the Deed of Trust and the indebtedness secured

thereby, and, in any such event, Grantor's liability under the Deed of Trust and the indebtedness secured thereby shall continue in full force and effect as they existed immediately prior to the recordation hereof, and Grantee shall have the right to exercise all remedies under any one or more of the Deeds of Trust and the indebtedness secured thereby in all respects as if this instrument had not been executed and delivered to Grantee.

Each individual executing this Deed on behalf of Grantor represents and warrants that he or she has full power, capacity and authority to act on the behalf of and legally bind Grantor to this Deed and the terms contained herein.

Grantor shall and will WARRANT AND FOREVER DEFEND the above bargained Property in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, Grantor has executed this Deed as of \_\_\_\_\_,  
20\_\_\_\_.

**GRANTOR:**

\_\_\_\_\_  
a \_\_\_\_\_ company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

This instrument was ACKNOWLEDGED before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ by \_\_\_\_\_, the \_\_\_\_\_  
of \_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, a \_\_\_\_\_ company, on behalf of said corporation, limited liability  
companies, and limited partnership.

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

My commission expires:

\_\_\_\_\_

**Exhibit A**

**Land Description**