

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.

**ASSUMPTION
SPECIAL WARRANTY DEED WITH VENDOR’S LIEN**

Date: _____

Grantor: _____

Grantor’s Mailing Address (including county & State): _____

Grantee: _____

Grantees Mailing Address (including county & State): _____

Consideration:
For and in payment of the sum of ten and 00/100ths dollars (\$10.00), cash and other good and valuable consideration, the receipt and sufficiency which are hereby fully acknowledged, and Grantee’s assumption of a Real Estate Lien Note, which Grantee assumes and agrees to pay according to the Note’s terms all principal and interest remaining unpaid on that Real Estate Lien Note which is dated _____ in the original principal amount of _____, and was executed by (Grantor) _____, and payable to the order of (Lender) _____, as therein provided. It is secured by a Deed of Trust of even date therewith to _____, Trustee, recorded in Instrument No. _____, of the Deed of Trust Records of _____ County, State of _____;

Property (including any improvements):
_____, an Addition in _____ County, State of _____, according to the Plat of Record in Document _____, _____ County, State of _____, also known as (address) _____

Reservations from and Exceptions to Conveyance and Warranty:
Any and all easements, restrictions, rights of way, and prescriptive rights, whether of record or not all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for (current year) _____, the payment of which Grantee assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the and services rendered consideration and subject to the reservations from and 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 wise belonging, to have an hold it to Grantee, Grantee’s heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor’s heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee’s heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Grantor, but not otherwise.

The Vendor’s lien retained in this Deed secured Grantee’s assumption of the Real Estate Lien Notes. The Vendor’s Lien to secure the assumption is also secured by a Deeds of Trust to Secure Assumption of even date, from Grantee to _____, Trustee. If Grantee defaults in payment of the assumed note or in observance of any covenant or condition of any instrument securing its payment, Grantor shall have the right to foreclose the Vendor’s Lien reserved in this Deed.

Grantor

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____
20____, by (Grantor) _____, known to me by drivers license.

Notary Public, State of _____

AFTER RECORDING RETURN TO:
Name
Address
City, State ZIP

PREPARED IN THE LAW OFFICE:
Name
Address
City, State ZIP