

“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 CLAY         §

WHEREAS, by a Warrant issued out of the 97th Judicial District Court of Clay County, Texas; in Cause No. 2020-0118C-CV styled City of Henrietta, et al, vs. Owners of Various Properties located within the City Limits of Henrietta, Clay County, Texas, 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 warrant rendered in said cause on the 28th day of July, 2020, in favor of the Plaintiffs.

WHEREAS, in obedience to said Warrant, 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 28th day of July, 2020 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 warrant established therein, the title to said real property pursuant to said warrant 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 warrant 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 warrant 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 DOLLARS AND 00/100 (\$2,500.00)**, said amount being the highest and best offer received from **Candee and Christopher Kirby, 3100 US Highway 287S, Henrietta, Texas, 76365**, 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 Eleven (11) and Twelve (12), in Block Two (2), of the Barrett’s Addition, to the City of Henrietta, Clay County, Texas, (R1384)**

Conveyance is also subject to the following Fee Simple Determinable Condition: Grantee will do everything necessary to both (1) bring the Property into compliance with all state and local codes, and (2) demolish the existing structure located on the Property and remove all debris, within six months of the execution date of this deed.

TO HAVE AND TO HOLD the above described property unto the named purchaser Candee and Christopher Kirby, 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 warrant to all taxing units which were a party of said Warrant and as fully and absolutely as the entities named below can convey the above described real property by virtue of said warrant 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.

EXECUTED this \_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF HENRIETTA**

By: \_\_\_\_\_  
Howard Raeke, Mayor


ATTEST:

\_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by  
Howard Raeke, Mayor, on behalf of CITY OF HENRIETTA in its capacity therein stated.

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

CLAY COUNTY

By:   
Mike Campbell, County Judge

ATTEST:

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

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

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

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**HENRIETTA INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Nala Chambers, Board President

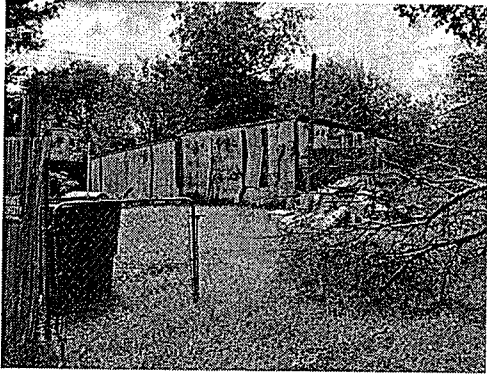
ATTEST:

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Nala Chambers, Board President, on behalf of HENRIETTA INDEPENDENT SCHOOL DISTRICT in its capacity therein stated.

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

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**Management Info:**

Status: Trust  
Best Process: Sign Best Process Type:  
Progress: Does it need to be demolished?

**Property Info:**

City: Henrietta  
Cad Property Id: 1384 CAD Value: 4,120  
Site Description: 503 S Bridge St, Henrietta, TX 76365, USA

Owner Info: City of Henrietta in trust  
Legal Description: Conveyance is also subject to the following Fee Simple Determinable Condition: Grantee will do everything necessary to both (1) bring the Property into compliance with all state and local codes, and (2) demolish the existing structure located on the Property and remove all debris, within six months of the execution date of this deed.  
Lots Eleven (11) and Twelve (12), in Block Two (2), of the Barretts Addition, to the City of Henrietta, Clay County, Texas

Homestead: No Site Structure: Yes Non Affixed Material: Yes

**Litigation Info:**

Case Number: 2020-0118C-CV  
Judgement Date: 07/28/2020 Sale Date: 09/01/2020  
Sheriff's Deed Date: 11/30/-0001 Redemption Date: 11/30/-0001  
Court: 97th  
Style Plaintiff: City of Henrietta, et al  
Style Defendant: Owners of Various Properties located within the City Limits of Henrietta, Clay County, Texas  
Sheriff's Deed Volume:  
Tax Due: No  
Delinquent: Yes Litigation: No

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