

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

**DEED WITHOUT WARRANTY  
(TAX FORECLOSED PROPERTY RESALE)**

Date: \_\_\_\_\_, 2023

Grantor: CITY OF MCKINNEY, MCKINNEY INDEPENDENT SCHOOL DISTRICT,  
COLLIN COUNTY AND COLLIN COUNTY COMMUNITY COLLEGE  
DISTRICT

Grantor's Mailing Address (including county):

Abernathy Roeder Boyd & Hullett, PC  
Attn: Tracy A. Ponders  
1700 Redbud Blvd., Suite 300  
McKinney TX 75069

Grantee: ARNULFO ALVARADO

Grantee's Mailing Address (including county):

805 Elm Street  
McKinney TX 75069

Consideration: TWO THOUSAND ONE HUNDRED TWO AND NO/100 DOLLARS  
(\$2,102.00) and other good and valuable consideration.

Property (including any improvements):

**Tract 1:**

"W J S RUSSELL 2nd ADDITION (CMC) BLOCK 6 LOT 14A 15B" [Collin CAD Geo No. R0938006014A1] as described by the Collin Central Appraisal District and the tax maps of Collin County, Texas, and foreclosed upon pursuant to the judgment and orders in Cause No. 401-02403-2010 – City of McKinney v. Frank Mounger, for judgment years 1990-2011 (\$1,051.00).

**Tract 2:**

"W J S RUSSELL 2nd ADDITION (CMC) BLOCK 6 LOT 14C 15D" [Collin CAD Geo No. R0938006014C1] as described by the Collin Central Appraisal District and the tax maps of Collin County, Texas, and foreclosed upon pursuant to the judgment and orders in

Cause No. 401-02403-2010 – City of McKinney v. Frank Mounger, for judgment years 1990-2011 (\$1,051.00).

Reservations from and Exceptions to Conveyance and Warranty:

1. Rights of the public to any portion of the above described property lying within the boundaries of dedicated or existing roadways or which may be used for road or street purposes.
2. Visible and apparent easements over or across subject property.
3. Rights of parties in possession.
4. Any and all easements, restrictions, covenants, conditions and reservations of record, if any, applicable to the herein conveyed property or any part hereof.
5. Any right of redemption as specified in Chapter 34, Subchapter B, Texas Property Tax Code.
6. All oil, gas, and other minerals reserved by prior grantors.

By acceptance of this Deed, Grantee acknowledges and agrees that the Property is being purchased and conveyed “AS IS” with all faults and defects whether patent or latent as of the closing. Grantors, on behalf of themselves and the other taxing entities on whose behalf it holds title to the Property, specifically negates and disclaims any representations, warranties or guaranties of any kind or character, whether express or implied, oral or written, past, present, future or otherwise, of, as to, concerning or with respect to the Property, including without limitation (i) the nature and condition of the Property and the suitability thereof for any and all activities and uses which Grantee may elect to conduct thereon, (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or any other matter relating in any way to the Property, (iii) the compliance of the Property or its operation with any laws, ordinances or regulations of any government or other authority or body, (iv) the existence of any toxic or hazardous substance or waste in, on, under the surface of or about the Property, (v) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water and faulting, (vi) whether or not and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, flood prone area, floodplain, floodway or special flood hazard, (vii) drainage, (viii) zoning or land use restrictions rules and regulations to which the Property or any portion thereof may be subject, (ix) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric and including the utility availability capacities allocated to the Property by the relevant governmental or regulatory authority, (x) usages of adjoining property, (xi) access to the Property or any portion thereof, (xii) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, durability, structural integrity, operation, leasing, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (xiii) the potential for further development of the Property, or (xiv) the merchantability of the Property or fitness of the Property for any particular purpose (Grantee affirming that Grantee has not relied on Grantors’ skill or judgment to select or furnish the Property for any particular purpose, and that Grantor makes no warranty that the Property is fit for any particular purpose).

Grantor, for the 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 and hold it to Grantee, Grantee's successors, or assigns forever WITHOUT WARRANTY.

The intent of this Deed Without Warranty is to transfer the property foreclosed on by the Grantor taxing jurisdictions in those causes of action referenced in the property descriptions above, and no more.

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