

“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 a Warrant issued out of the 84th Judicial District Court of Hutchinson County, Texas; in Cause No. 44359 styled City of Borger, et al, vs. Owners of Various Properties located within the City Limits of Borger, Hutchinson 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 21st day of October, 2020, 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 21st day of October, 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 **ONE THOUSAND TWO HUNDRED FIFTY DOLLARS AND 00/100 (\$1,250.00)**, said amount being the highest and best offer received from **Rebecca and Jeff Kersey, 207 Thistle ST, Borger, TX 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:

**Lot Nineteen (19), in Block Nine (9), Rock Creek Addition, to the City of Borger, Hutchinson County, Texas, (R12630)**

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 four months of the execution date of this deed. An affidavit stating that the condition has been fulfilled, filed within four months of said date, 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 Rebecca and Jeff Kersey, 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 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 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 original, but all of which together shall constitute one and the same instrument.

\_\_\_\_\_  
Jeff Kersey

\_\_\_\_\_  
Rebecca Kersey

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Jeff Kersey & Rebecca Kersey.

\_\_\_\_\_  
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

**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

**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



**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

