Information & Instructions: Warranty deed with vendor's lien plain English form

1. The Deed in the form that follows conveys title to real estate subject to reservation of a Vendor's Lien for the unpaid purchase price.

2. This Deed is premised on the assumption that the grantee delivered to the grantor a Promissory Note.

3. The Deed conveys full warranty of title and is subject to all easements, rights-of-way, reservations, maintenance charges, and Deed restrictions on file with the county clerk.

Form: Warranty deed with a vendor's lien plain English form

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.

WARRANTY DEED WITH VENDOR'S LIEN

Date of conveyance:

Grantor’s name:

Grantor’s mailing address:
[Include the county]

Grantee’s name:

Grantee’s mailing address:
[Include the county]

Trustee’s name:

Trustee’s mailing address:
[Include the county]

Conveyance: Subject to the Vendor’s Lien that is retained by Grantor, Grantor has granted, sold, and conveyed unto Grantee the following identified and described property:

[Property description].

Consideration: This conveyance is based upon the consideration of ten dollars and other good and valuable consideration which has been paid unto the Grantor by the Grantee including a Promissory Note dated ____________________ in the principal amount of
Dollars ($____________). By signing this Deed, Grantor acknowledges receipt of the Grantee’s payment.

**Vendor’s Lien:** A Vendor’s Lien is retained in favor of the payee of the Note against the above described property and improvements to the property. Grantor retains superior title to the property until the Note is paid in full according to its terms. The Note is secured by a Vendor's Lien retained in this Deed and by a Deed of Trust of even date from Grantee to the above named Trustee. The Vendor’s Lien shall remain attached to the property and improvements until the Note and all interest on the Note is fully paid according to the terms of the Note. At that time this Deed shall become absolute and the Vendor’s Lien shall be released.

**Rights:** This conveyance is made unto Grantee to have and to hold the above described property, together with, all and singular, the rights and appurtenances thereto in any wise belonging unto the Grantee, his or her heirs or assigns forever.

**Warranty:** Grantor binds himself, his or her heirs, executors, and administrators to warrant and forever defend, all and singular, the above identified property to Grantee, his or her heirs, and assigns, against every person who may lawfully claim the same, or any part thereof. This warranty excludes any and all reservations and exceptions to the conveyance.

**Reservations from and exceptions to the conveyance and warranty:** This conveyance is made subject to any and all valid and subsisting or recorded restrictions, conditions and covenants, easements, rights-of-way, prescriptive rights, whether of record or not, reservations including but not limited to oil and gas leases, mineral severances, interests, and royalty rights, water, water rights or riparian rights, maintenance charges, together with any Lien securing the maintenance charges, zoning laws, ordinances of municipal or other governmental agencies or authorities, and conditions and covenants, if any, applicable to and enforceable against the property described above and as shown by the records of the county clerk of [Name of County] County.

Current year taxes have been pro rated and their payment is assumed by Grantee.

**Construction:** Words of any gender used in this Deed shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. If this Deed is executed by or to a corporation or trustee the words "heirs, executors, and administrators" or "heirs and assigns" shall, with respect to the corporation or trustee, be construed to mean "successors and assigns."

Signed on ______________________.

________________________________
Grantor

Prepared by:
[Name and address of law firm]

After recording return to:
[Name and address of title company or law firm]

State of Texas
County of ____________

This instrument was acknowledged before me on ____________________ by

__________________________________________________________________________

__________________________________________________________________________

Notary Public, State of Texas

________________________
Notary's typed or printed name

My commission expires: ____________________

[or Notary's Stamp]

The following provision should be considered as an additional term in a Deed when the attorney represents the Grantor. The provision limits the Grantor’s liability concerning any warranties about the property’s condition. Failure to include this provision could subject the Grantor to liability if the Grantee is not satisfied with the property’s condition.

The following provision may be added at the end of each of the Deeds contained in this chapter.

Form:

Grantor makes no warranty, express or implied, concerning the property’s condition, need of repair, existence or absence of any defects, visible, hidden, latent or otherwise. Grantor hereby disclaims any and all warranties, express or implied concerning the property’s workmanship, there are no implied warranties of any kind, including but not limited to warranties of merchantability or fitness for a particular purpose. Grantor delivers the property to the Grantee “as is” and “with all faults.”