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 Volume 779 Page 600  
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 Official Public Records of Lamb County  
 Tonya Ritchie, County Clerk \$46.00



“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 LAMB           §

WHEREAS, by an Warrant issued out of the 154th Judicial District Court of Lamb County, Texas; in Cause No. DCV-20144-19 styled City of Amherst, et al, vs. Owners of Various Properties Located within the City Limits of Amherst, 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 12th day of April, 2018, 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 12th day of April, 2018 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 **SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$17,500.00)**, said amount being the highest and best offer received from **Maribel Centeno, 2260 County Road 95, Sudan, TX 79371**, 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 Seven (7) in Block Forty (40) of the Original Town of Amherst, Lamb County, Texas, (R16222)**

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 twelve months of the execution date of this deed. An affidavit stating that the condition has been fulfilled, filed within twelve months of said date, if not contradicted by a recorded statement filed within the same twelve 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 Maribel Centeno, 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 1<sup>st</sup> day of July, 2019.

CITY OF AMHERST

By: *Dwayne Montgomery*  
Dwayne Montgomery, Mayor Pro-Tem

ATTEST: *J Bellan*  
Deputy - City Secretary

This instrument was acknowledged before me on the 1<sup>st</sup> day of July 2019 by Dwayne Montgomery, Mayor Pro-Tem, on behalf of CITY OF AMHERST in its capacity therein stated.

*Rosa Angel*  
Notary Public, State of Texas



LAMB COUNTY

By: [Signature]  
James M. DeLoach, County Judge

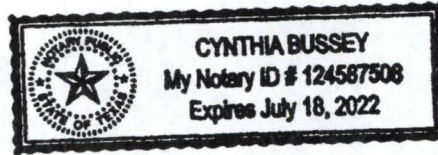
ATTEST:

[Signature]  
County Clerk



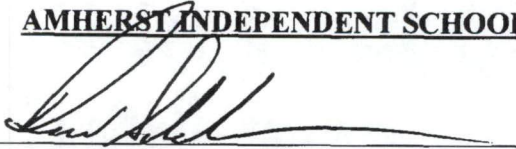
This instrument was acknowledged before me on the 20<sup>th</sup> day of June 2019, by James M. DeLoach, County Judge, on behalf of LAMB COUNTY in its capacity therein stated.

[Signature]  
Notary Public, State of Texas



**AMHERST INDEPENDENT SCHOOL DISTRICT**

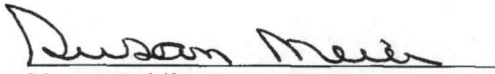
By:

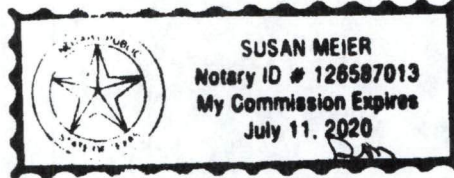
  
Ronnie Schroeder, Board President

ATTEST:

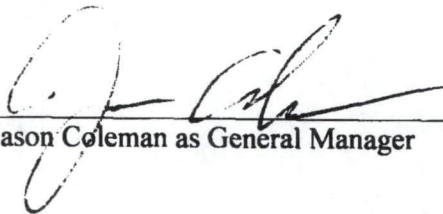
  
Board Secretary

This instrument was acknowledged before me on the 8<sup>th</sup> day of July, 2019 by  
Ronnie Schroeder, Board President, on behalf of AMHERST INDEPENDENT SCHOOL DISTRICT in  
its capacity therein stated.

  
Notary Public, State of Texas

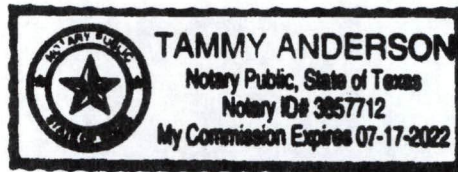


**HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT**

By:   
Jason Coleman as General Manager

This instrument was acknowledged before me on the 14<sup>th</sup> day of JUNE 2019, by Jason Coleman as General Manager, on behalf of HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT in its capacity therein stated.

  
Notary Public, State of Texas





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**TAX DEED**

STATE OF TEXAS           §  
  §  
  
COUNTY OF LAMB       §

WHEREAS, by a Warrant issued out of the 154th Judicial District Court of Lamb County, Texas; in Cause No. DCV-19859-18 styled City of Amherst, vs. Owners of Various Lots in the City of Amherst, TX, 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 8th day of February, 2018, 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 8th day of February, 2018 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 **THREE THOUSAND DOLLARS AND 00/100 (\$3,000.00)**, said amount being the highest and best offer received from **Joel Acevedo and Astrid Acevedo, 300 Henderson Ave., Amherst, TX 79312**, 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 Seven (7) in Block Nine (9) of the Original Town of Amherst, Lamb County, Texas, MH LABEL # ULI0089459, (R15985)**

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 twelve months of the execution date of this deed. An affidavit stating that the condition has been fulfilled, filed within twelve months of said date, if not contradicted by a recorded statement filed within the same twelve 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 Joel Acevedo and Astrid Acevedo, 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 1<sup>st</sup> day of July, 2019.

CITY OF AMHERST

By: *Dwayne Montgomery*  
Dwayne Montgomery, Mayor Pro-Tem

ATTEST: *J. Bellan*  
*Deputy* City Secretary

This instrument was acknowledged before me on the 1<sup>st</sup> day of July, 2019, by Dwayne Montgomery, Mayor Pro-Tem, on behalf of CITY OF AMHERST in its capacity therein stated.

*Rosa Angel*  
Notary Public, State of Texas



**LAMB COUNTY**

By:

*James M. DeLoach*  
James M. DeLoach, County Judge

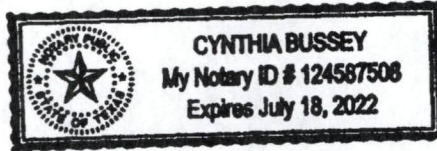
ATTEST:

*Bryna Ritchie*  
County Clerk



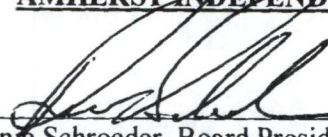
This instrument was acknowledged before me on the 20<sup>th</sup> day of June, 2019, by James M. DeLoach, County Judge, on behalf of LAMB COUNTY in its capacity therein stated.

*Cynthia Bussey*  
Notary Public, State of Texas




AMHERST INDEPENDENT SCHOOL DISTRICT

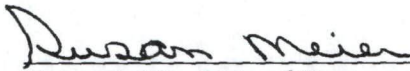
By:

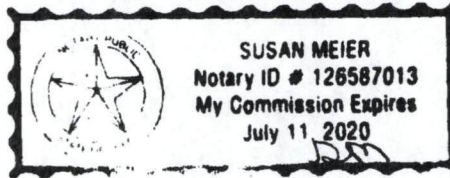
  
Ronnie Schroeder, Board President

ATTEST:

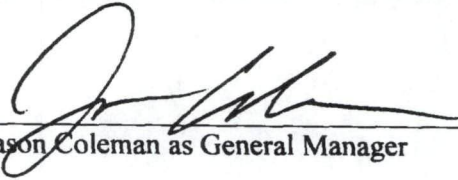
  
Board Secretary

This instrument was acknowledged before me on the 8<sup>th</sup> day of July, 2019 by  
Ronnie Schroeder, Board President, on behalf of AMHERST INDEPENDENT SCHOOL DISTRICT in  
its capacity therein stated.

  
Notary Public, State of Texas

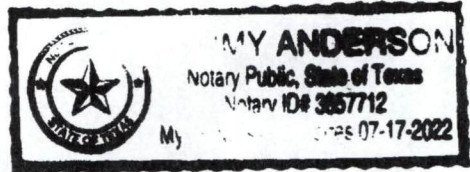


**HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT**

By:   
Jason Coleman as General Manager

This instrument was acknowledged before me on the 14<sup>th</sup> day of JUNE 2019, by Jason Coleman as General Manager, on behalf of HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT in its capacity therein stated.

  
Notary Public, State of Texas





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**TAX DEED**

STATE OF TEXAS                    §  
  §  
  
COUNTY OF LAMB               §

WHEREAS, by an Warrant issued out of the 154th Judicial District Court of Lamb County, Texas; in Cause No. DCV-20144-19 styled City of Amherst, et al, vs. Owners of Various Properties Located within the City Limits of Amherst, 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 12th day of April, 2018, 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 12th day of April, 2018 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 ONE HUNDRED FIFTY DOLLARS AND 00/100 (\$2,150.00)**, said amount being the highest and best offer received from **Leslie Hess, 101 Wood Ave, Amherst, Texas 79312**, 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 Ten (10), Eleven (11) and Twelve (12) in Block Forty-five (45) of the Original Town of Amherst, Lamb County, Texas, (R16259)**

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 twelve months of the execution date of this deed. An affidavit stating that the condition has been fulfilled, filed within twelve months of said date, if not contradicted by a recorded statement filed within the same twelve 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 Leslie Hess, 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.

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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 1<sup>st</sup> day of July, 2019.

CITY OF AMHERST

By: *Dwayne Montgomery*  
Dwayne Montgomery, Mayor Pro-Tem

ATTEST: *J. Bellan*  
*Deputy*- City Secretary

This instrument was acknowledged before me on the 1<sup>st</sup> day of July 2019 by Dwayne Montgomery, Mayor Pro-Tem, on behalf of the CITY OF AMHERST in its capacity therein stated.

*Rosa Angel*  
Notary Public, State of Texas



LAMB COUNTY

By: [Signature]  
James M. DeLoach, County Judge

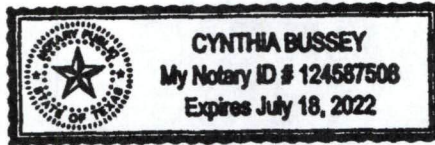
ATTEST:

[Signature]  
County Clerk



This instrument was acknowledged before me on the 20<sup>th</sup> day of June 2019, by James M. DeLoach, County Judge, on behalf of LAMB COUNTY in its capacity therein stated.

[Signature]  
Notary Public, State of Texas





AMHERST INDEPENDENT SCHOOL DISTRICT

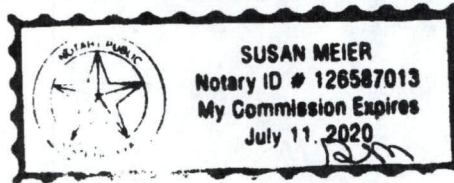
By: [Signature]  
Ronnie Schroeder, Board President

ATTEST:

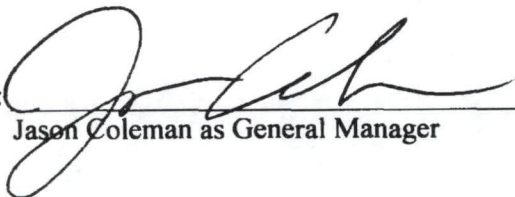
[Signature]  
Board Secretary

This instrument was acknowledged before me on the 8<sup>th</sup> day of July, 2019 by  
Ronnie Schroeder, Board President, on behalf of AMHERST INDEPENDENT SCHOOL DISTRICT in  
its capacity therein stated.


[Signature]  
Notary Public, State of Texas



**HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT**

By:   
Jason Coleman as General Manager

This instrument was acknowledged before me on the 14<sup>th</sup> day of JUNE 2019, by Jason Coleman as General Manager, on behalf of HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT in its capacity therein stated.

  
Notary Public, State of Texas

