

**AFFIDAVIT AS TO DEBTS, LIENS, AND PARTIES IN POSSESSION  
(DEED IN LIEU OF FORECLOSURE)**

July 1, 2024 (the "Effective Date")

**Property:** 1610 Hether Street, Austin, Texas 78704

**Owner:** CCG Development, LLC, a Texas limited liability company

**Noteholder:** Gregory S. Milligan, not individually, but solely in his capacity as Court Appointed Receiver for Pride of Austin High Yield Fund I, LLC

STATE OF TEXAS

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COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared the undersigned Affiant, personally known to me to be the person whose name is subscribed hereto and upon oath deposes and says that:

1. To the best knowledge and belief of Affiant:
  - (a) The charges for all labor and materials that may have been furnished to the property or to the improvements thereon have been fully paid.
  - (b) All contracts for the furnishing of labor or materials to the property or for improvements thereon have been completed and fully paid.
  - (c) There are no security agreements or leases affecting any goods or chattels that have become attached, or that will at any later date become attached, to the property or improvements thereon as fixtures that have not been fully performed and satisfied, other than the Deed of Trust in favor of Noteholder.
  - (d) There are no loans of any kind on the property, other than the loan from Noteholder.
  - (e) There are no brokers that have a signed commission agreement with Owner under which a commission is claimed or earned and has not been paid, which are not shown on the settlement statements.
2. Affiant has no knowledge of a notice of change of use nor has Owner received a notice of change of use by the appraisal district.
3. The property is currently being used for the following purposes, and to the best knowledge and belief of Affiant, the improvements, if any, and such use do not violate any restrictive covenants affecting the property: **Residential.**

4. There are no proceedings involving Owner, or notice to Owner of any proceedings, by any agency or authority, public or private, that levies taxes or assessments, which may result in taxes or assessments affecting the property.

5. There are no Judgments, or State Tax Liens against Owner and/or the property; Owner is not indebted to the State of Texas for any penalties or wages pursuant to a final order of the Texas Work Force Commission; neither the Owner nor the Property is subject to a claim under the Medicaid Estate Recovery Program; and neither the Owner nor the Property is subject to a trust or lien created under the Perishable Agricultural Commodities Act, the Packers and Stockyards Act, Chapter 181 of the Texas Agriculture Code, or under similar state laws.

6. Owner is the only occupant of the property, except (list any leases): **Robert J. Buchanan.**

7. There are no unrecorded contracts, deeds, mortgages, mechanic's liens, or options affecting the property or improvements thereon.

8. There are no unrecorded contracts or agreements related to facilities, systems or equipment located on the property, including but not limited to laundry facilities, cable television systems, central antenna systems, telecommunication systems and alarm systems.

9. No proceedings in bankruptcy or receivership have ever been instituted by or against Owner, and Owner has never made an assignment for the benefit of creditors.

THIS affidavit is made, as of the Effective Date, by Affiant for the sole benefit of Noteholder and its successors and assigns, and any title insurance company with a policy or commitment for title insurance affecting the Property to insure without any exceptions for mechanic's and materialman's liens or other matters described herein; and Affiant does hereby swear under the penalties of perjury that the foregoing information is true and correct in all respects, to the best knowledge and belief of Affiant, and that Affiant is authorized to make this affidavit on behalf of Owner.

*Signature Page Follows*

EXECUTED to be effective as of July 1, 2024.

**AFFIANT:**

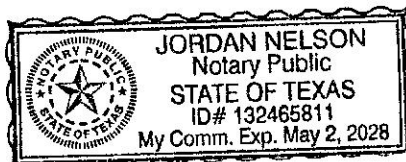
CCG DEVELOPMENT, LLC,  
a Texas limited liability company

By: [Signature]  
Robert J. Buchanan  
Manager

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on July 1<sup>st</sup>, 2024, by Robert J. Buchanan, Manager of CCG Development, LLC, a Texas limited liability company, on behalf of said company.

[Signature]  
Notary Public, State of Texas  
My commission expires: 05/02/2028





PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)  
(NOTE: Non-standard form)  
**SELLER'S TEMPORARY RESIDENTIAL LEASE**

12-05-11



1. **PARTIES:** The parties to this Lease are Gregory S. Milligan, not individually, but solely in his capacity as Court Appointed Receiver for Pride of Austin High Yield Fund I, LLC ("Landlord") and Robert Buchanan ("Tenant").
2. **LEASE:** Landlord leases to Tenant the Property described in the Deed between Landlord as Grantee and Tenant as Grantor with a street address of 1610 Hether St., Austin Texas 78704.
3. **TERM:** The term of this Lease commences on the date of the conveyance of the Property to Landlord and terminates September 2, 2024, unless terminated earlier by reason of other provisions.
4. **RENTAL:** Tenant shall pay to Landlord as rental \$1.00 for the Term of the Lease with the full amount of rental for the term of the Lease to be paid at the time of the conveyance. Tenant will not be entitled to a refund of rental if this Lease terminates early due to Tenant's default or voluntary surrender of the Property.
5. **DEPOSIT:** Tenant shall pay to Landlord at the time of conveyance of the property \$0 as a deposit to secure performance of this Lease by Tenant. Landlord may use the deposit to satisfy Tenant's obligations under this Lease. Landlord shall refund any unused portion of the deposit to Tenant with an itemized list of all deductions from the deposit within 30 days after Tenant (a) surrenders possession of the Property and (b) provides Landlord written notice of Tenant's forwarding address.
6. **UTILITIES:** Tenant shall pay all utility charges.
7. **USE OF PROPERTY:** Tenant may use the Property only for residential purposes. Tenant may not assign this Lease or sublet any part of the Property.
8. **PETS:** Tenant may not keep pets on the Property.
9. **CONDITION OF PROPERTY:** Tenant accepts the Property in its present condition and state of repair at the commencement of the Lease. Upon termination, Tenant shall surrender the Property to Landlord in the condition required under the Contract, except normal wear and tear and any casualty loss.
10. **ALTERATIONS:** Tenant may not alter the Property or install improvements or fixtures without the prior written consent of the Landlord. Any improvements or fixtures placed on the Property during the Lease become the Property of Landlord.
11. **SPECIAL PROVISIONS:** N/A.
12. **INSPECTIONS:** Landlord may enter at reasonable times to inspect the Property. Tenant shall provide Landlord door keys and access codes to allow access to the Property during the term of Lease.
13. **LAWS:** Tenant shall comply with all applicable laws, restrictions, ordinances, rules and regulations with respect to the Property.
14. **REPAIRS AND MAINTENANCE:** Except as otherwise provided in this Lease, Tenant shall bear all expense of repairing and maintaining the Property, including but not limited to the yard, trees and shrubs, unless otherwise required by the Texas Property Code. Tenant shall promptly repair at Tenant's expense any damage to the Property caused directly or indirectly by any act or omission of the Tenant or any person other than the Landlord, Landlord's agents or invitees.
15. **INDEMNITY:** Tenant indemnifies Landlord from the claims of all third parties for injury or damage to the person or property of such third party arising from the use or occupancy of the Property by Tenant. This indemnification includes attorney's fees, costs and expenses incurred by Landlord.
16. **INSURANCE:** Landlord and Tenant shall each maintain such insurance on the contents and Property as each party may deem appropriate during the term of this Lease. **NOTE: CONSULT YOUR INSURANCE AGENT; POSSESSION OF THE PROPERTY BY SELLER AS TENANT MAY CHANGE INSURANCE POLICY COVERAGE.**

- 17. DEFAULT:** If Tenant fails to perform or observe any provision of this Lease and fails, within 24 hours after notice by Landlord, to commence and diligently pursue to remedy such failure, Tenant will be in default.
- 18. TERMINATION:** This Lease terminates upon expiration of the term specified in Paragraph 3 or upon Tenant's default under this Lease.
- 19. HOLDING OVER:** Tenant shall surrender possession of the Property upon termination of this Lease. Any possession by Tenant after termination creates a tenancy at sufferance and will not operate to renew or extend this Lease. Tenant shall pay \$500 per day during the period of any possession after termination as damages, in addition to any other remedies to which Landlord is entitled.
- 20. ATTORNEY'S FEES:** The prevailing party in any legal proceeding brought under or with respect to this Lease is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
- 21. SMOKE ALARMS:** The Texas Property Code requires Landlord to install smoke alarms in certain locations within the Property at Landlord's expense. Tenant expressly waives Landlord's duty to inspect and repair smoke alarms.
- 22. SECURITY DEVICES:** The requirements of the Texas Property Code relating to security devices to not apply to a residential lease for a term of 90 days or less.
- 23. CONSULT YOUR ATTORNEY:** Real estate licensees cannot give legal advice. This Lease is intended to be legally binding. READ IT CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.
- 24. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

**To Landlord:**

Pride of Austin High Yield Fund I, LLC  
c/o Gregory S. Milligan, Court Appointed  
Receiver  
8911 N. Capital of Texas Hwy, Ste 2120  
Austin, Texas 78759

Phone: ( 512 ) 626-1818

Fax: ( )

E-mail: [gmilligan@hameypartners.com](mailto:gmilligan@hameypartners.com)

**To Tenant:**

Robert J. Buchanan  
1610 Hether Street  
Austin, Texas 78704

Phone: ( )

Fax : ( )

E-mail: \_\_\_\_\_

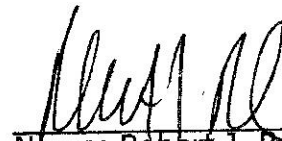
Landlord:

PRIDE OF AUSTIN HIGH YIELD FUND I, LLC

By: \_\_\_\_\_

Name: Gregory S. Milligan, Court  
Appointed Receiver

Tenant:



Name: Robert J. Buchanan

The form of this contract been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 ([http:// www.trec.texas.gov](http://www.trec.texas.gov)) TREC NO. 15-5. This form replaces TREC NO. 15-4.

**AFTER RECORDING RETURN TO:**

Holland & Knight LLP  
100 Congress Avenue, Suite 1800  
Austin, Texas 78701  
Attn: William R. "Trip" Nix, Esq.

**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.**

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**WARRANTY DEED**

July 1, 2024 (the "**Effective Date**")

STATE OF TEXAS

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COUNTY OF TRAVIS

**CCG DEVELOPMENT, LLC**, a Texas limited liability company ("**Grantor**"), whose address is 3600 North Capital of Texas Highway, Building B, Suite 120, Austin, Texas 78746, for and in consideration of the sum of Ten and No/100<sup>th</sup> Dollars (\$10.00), and other good and valuable consideration to it paid by **GREGORY S. MILLIGAN, NOT INDIVIDUALLY, BUT SOLELY IN HIS CAPACITY AS COURT APPOINTED RECEIVER FOR PRIDE OF AUSTIN HIGH YIELD FUND I, LLC** ("**Grantee**"), whose address is Pride of Austin High Yield Fund I, LLC, c/o Gregory S. Milligan, Court Appointed Receiver, 8911 North Capital of Texas Highway, Suite 2120, Austin, Texas 78759, the receipt and sufficiency of which are hereby acknowledged and confessed by Grantor, has GRANTED, BARGAINED, SOLD, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER, AND DELIVERED, and by these presents does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, AND DELIVER, unto Grantee all that certain land and premises situated in Travis County, Texas commonly known as 1610 Hether Street, Austin, Texas 78704, and more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference (the "**Land**"), together with all and singular the following:

(i) All buildings and other improvements located thereon (the "**Improvements**"), and all rights and appurtenances thereto in anywise belonging, including, but not limited to, all of the right, title and interest of Grantor in and to any land lying in or under the bed of any highway, avenue or street in, on, across, abutting or adjacent to the Land;

(ii) All rights, titles and interests of Grantor in and to any awards made, or to be made in lieu thereof, for damage by reason of change in grade of any highway, avenue, street, road, alley or other right-of-way;



(iii) All fixtures and other improvements owned by Grantor, whether or not attached, located on or in the Land or Improvements;

(all of the aforesaid Land, Improvements and other real and personal properties and interests being collectively referred to as the "**Property**").

Subject, however, with respect to the Land and Improvements, to the exceptions to title more particularly set forth on **Exhibit "B"**, attached hereto and incorporated herein by reference (collectively, the "**Permitted Exceptions**").

TO HAVE AND TO HOLD the Property, together with any and all rights and appurtenances thereto and in anywise belonging to Grantor, subject only to the Permitted Exceptions with respect to the Land and the Improvements, unto Grantee, its successors and assigns, FOREVER; and Grantor does hereby bind itself and its successors and assigns to WARRANT and FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

***But it is expressly agreed and understood hereby that:***

The liens, security interests, terms and provisions contained within that certain Deed of Trust, Security Agreement and Fixture Financing Statement (the "**Deed of Trust**"), dated April 23, 2018, executed and delivered by Grantor for the benefit of PRIDE OF AUSTIN HIGH YIELD FUND I, LLC ("**Original Noteholder**"), predecessor-in-interest to Grantee, recorded as Document No. 2018061666 in the Official Public Records of Travis County, Texas, and any other document relating in any way to the Deed of Trust, all of which secure the repayment of that certain Real Estate Lien Note (the "**Note**"), dated April 23, 2018, executed by Grantor, as maker, payable to the order of Original Noteholder, as payee, in the original principal amount of \$900,000.00 are **NOT RELEASED** and are **NOT RELINQUISHED** in any manner or respect whatsoever and shall remain in existence and in full force and effect until released by an instrument duly executed and acknowledged by Grantee and recorded in the Real Property Records in Travis County, Texas, which release may be made by Grantee as, when, and if Grantee shall determine in the exercise of its sole and absolute discretion. The Note, the Deed of Trust, and any and all other documents executed in connection therewith or related in any way thereto, are referred to herein as the "**Loan Documents**."

Grantor and Grantee do **not** intend that there be, and there shall in no event be, a merger of the liens, security interests, terms, and/or provisions contained within the Loan Documents with title to the Property by virtue of the conveyance made hereby, which liens and title shall be and remain at all times **SEPARATE** and **DISTINCT**.

The priority of the liens and security interests contained within the Loan Documents is intended to be and shall remain in full force and effect, and nothing contained herein or in any instrument executed in connection herewith shall be construed to subordinate the priority of the Loan Documents to any other liens or encumbrances whatsoever.

*Signature Page Follows*

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed to be effective as of the Effective Date.

**GRANTOR:**

CCG DEVELOPMENT, LLC,  
a Texas limited liability company

By: \_\_\_\_\_

Robert J. Buchanan  
Manager

STATE OF TEXAS

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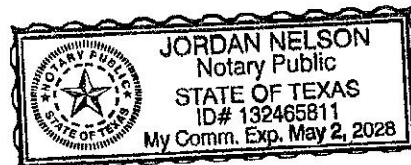
COUNTY OF TRAVIS

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This instrument was acknowledged before me on July 1<sup>st</sup>, 2024, by Robert J. Buchanan, Manager of CCG Development, LLC, a Texas limited liability company, on behalf of said company.

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

My commission expires: 05/02/2028





**EXHIBIT "A"**

to  
Warranty Deed

Land

Lots 12 & 13, Block A, OAK HILL ADDITION, an Addition in Travis County,  
Texas, according to the Map or Plat recorded in Volume 3, Page 216, Plat Records  
of Travis County, Texas.

Exhibit "A"

**EXHIBIT "B"**

to  
Warranty Deed

Permitted Exceptions

Taxes for the current year, tenants under unrecorded leases, and all easements, encumbrances, and other matters of record affecting the Property.

FIRPTA CERTIFICATE

July 1, 2024 (the "**Effective Date**")

Section 1445 of the Internal Revenue Code of 1986, as amended (the "**Code**"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by CCG DEVELOPMENT, LLC, a Texas limited liability company ("**Transferor**"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and treasury regulations promulgated pursuant thereto);
2. Transferor is not a disregarded entity as defined in Sec. 1.1445-2(b)(2)(iii) of the Code;
3. Transferor's U.S. employer identification number is 26-0777388; and
4. Transferor's office address is CCG Development, LLC, Attn: Robert J. Buchanan, 3600 N. Capital of Texas Highway, Building B, Suite 120, Austin, Texas 78746.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalty of perjury, the undersigned, in the undersigned's capacity stated below and not in the undersigned's individual capacity, declares that the undersigned has examined this certification and to the best of the undersigned's knowledge and belief, this certification is true, correct and complete, and the undersigned further declares that the undersigned has authority to sign this certification on behalf of Transferor.

*Signature Page Follows*

IN WITNESS WHEREOF, Transferor has executed this FIRPTA Certificate to be effective as of the Effective Date.

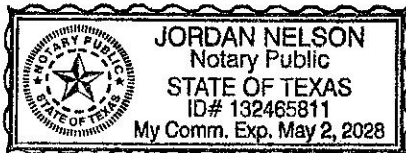
**TRANSFEROR:**

CCG DEVELOPMENT, LLC,  
a Texas limited liability company

By: [Signature]  
Robert J. Buchanan  
Manager

STATE OF TEXAS           §  
                                     §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on July 1<sup>st</sup>, 2024, by Robert J. Buchanan, Manager of CCG Development, LLC, a Texas limited liability company, on behalf of said company.



[Signature]  
Notary Public, State of Texas  
My commission expires: 05/02/2028