

WARRANTY DEED

STATE OF TEXAS )  
COUNTY OF SMITH )

KNOW ALL MEN BY THESE PRESENTS:

THAT We, E. Dee Hendrix, Individually and as Trustee, and James M. Muse, Individually and as Trustee,  
hereinafter called GRANTOR (whether one or more and referred to in the singular number and masculine gender) of the County of Smith, State of Texas,

for and in consideration of the sum of TEN (\$10.00) DOLLARS cash paid to the GRANTOR by Kenneth E. Epperson, and Wife, Marilou Epperson, hereinafter called GRANTEE, (whether one or more and referred to in the singular number and masculine gender) whose mailing address is 5309 Briarcove Tyler, Texas 75703

and in further consideration of the sum of ---Twenty-two Thousand Dollars---  
(\$ 22,000.00 ) DOLLARS being this day paid in cash to the GRANTOR by EAST TEXAS SAVINGS AND LOAN ASSOCIATION of Tyler, Texas, at the special instance and request of, and for the benefit of the GRANTEE, as evidenced by that certain promissory note of even date herewith in the principal sum of ---Twenty-two Thousand Dollars--- (\$ 22,000.00 ) DOLLARS made, executed and delivered by GRANTEE, bearing interest as therein provided, said note, principal and interest, being payable to the order of EAST TEXAS SAVINGS AND LOAN ASSOCIATION of Tyler, Texas, at its office in Tyler, Smith County, Texas in monthly installments in advance of ----Three Hundred, Seven and 91/100 Dollars----- (\$ 307.91 ) DOLLARS

to be due and payable on the 1st day of October A.D. 19 83, with subsequent installments becoming due and payable as provided in said note on the 1st day of each and every succeeding month thereafter until the entire indebtedness due thereunder shall have been fully paid off and satisfied; said note providing for acceleration of maturity on default, providing that in the event of default the Note Holder shall have the right to recover its reasonable costs and expenses of enforcement, and containing other terms as are therein stated, said note being secured to be paid by a vendor's lien hereby retained on the hereinafter described property, the receipt of all of which is hereby acknowledged and confessed; has GRANTED, SOLD AND CONVEYED AND; by these presents does GRANT, SELL and CONVEY unto the said GRANTEE of the County of Smith,

State of Texas, the following described land and premises situated in Smith County, Texas, to-wit:

All that certain lot, tract or parcel of land, situated in Smith County, Texas, part of the A. Von Germar Survey, A-1009, and being Lot 18 of Bentwood Subdivision, a resubdivision of Colony Eight, according to plat of said resubdivision recorded in Volume 10, Page 180, Plat Records of Smith County, Texas

RECORDER'S MEMORANDUM  
All or parts of the text on this page  
was not clearly legible for satisfactory  
recording

1. Each lot conveyed hereby shall be used exclusively for residential purposes. No mobile homes, trailers, bus bodies or similar structures shall be allowed.

2. No existing buildings or structure of any kind and no part of an existing building or structure shall be moved on to, placed on or permitted to remain on any lot, except upon written consent of Grantors herein. No sheet metal or tar paper type buildings or roofs will be permitted. No temporary structure such as a shack or bus body may be kept, placed or maintained on the property.

3. Only one residence shall be permitted on each lot consisting of a single family dwelling, of not less than 2,700 square feet of living area, and not more than two stories in height and the exterior shall consist of not less than 60% brick veneer, stone, rock or similar material.

4. No obnoxious or offensive activity which is an annoyance or nuisance to the neighborhood may be conducted on any lots. No hogs or swine may be kept upon said premises at any time.

5. Septic tanks must be constructed so as to comply with the requirements of any appropriate municipal or state agency having jurisdiction over the area.

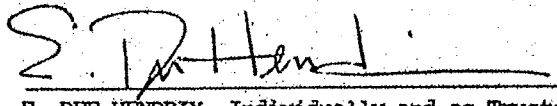
6. These restrictive covenants shall run with the land and shall be binding on the parties hereto, and all parties claiming under them for a period of twenty (20) years from date hereof at which time such restrictions shall be automatically extended for successive periods of 10 years unless the written consent of all owners of lots in such subdivision shall be obtained, authorizing the termination of such restrictions.

7. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

TO HAVE AND TO HOLD the above described land and premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said GRANTEE, his heirs and assigns, forever; and the GRANTOR does hereby bind himself, his heirs, executors and administrators to WARRANT AND FOREVER DEFEND, all and singular, the title to said premises, unto the said GRANTEE, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

But it is expressly AGREED and UNDERSTOOD that the Vendor's Lien is retained against the above described property, premises and improvements in favor of East Texas Savings and Loan Association of Tyler, Texas, its successors and assigns, until the above described note and all interest thereon is fully paid according to its face and tenor, effect and reading, when this deed shall become absolute; and the GRANTOR does further GRANT, BARGAIN, SELL AND CONVEY unto said East Texas Savings and Loan Association of Tyler, Texas, its successors and assigns, the superior title and all right, title and interest in and to the property above described existing by virtue of the vendor's lien herein expressly retained.

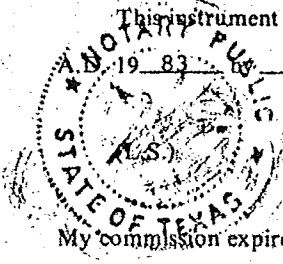
IN WITNESS WHEREOF, these presents are executed on this the 19th day of September  
A.D. 19 83.

  
E. DEE HENDRIX, Individually and as Trustee

  
JAMES M. MUSE, Individually and as Trustee

STATE OF TEXAS,  
COUNTY OF SMITH }

This instrument was acknowledged before me on the 19th day of September, 1983, E. DEE HENDRIX AND JAMES M. MUSE



My commission expires: 5-20-86

*Betty L. Jory*  
Notary Public in and for the State of Texas

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS,  
COUNTY OF \_\_\_\_\_ }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_ by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_ corporation, on behalf of said corporation.  
(state of corporation)

(L.S.)

My commission expires: \_\_\_\_\_

Notary Public in and for the State of Texas

STATE OF TEXAS COUNTY OF SMITH  
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Smith County, Texas.



OCT 19 1983

MARY MORRIS  
COUNTY CLERK, Smith County, Texas

By *Mary Morris* Deputy

1983 OCT 17 PM 2:14  
SMITH COUNTY TEXAS  
DEPUTY

FILED  
MARY MORRIS  
COUNTY CLERK

STATE OF TEXAS,  
COUNTY OF \_\_\_\_\_ }

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and was duly recorded by me on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_ in Vol. \_\_\_\_\_, page \_\_\_\_\_, of the Land Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in \_\_\_\_\_

\_\_\_\_\_ the day and year last above written.

County Clerk \_\_\_\_\_ County, Texas