

State of Iowa }
 County of Polk } Know all men by these presents, that the Emigration Land Company, a Corporation chartered under the laws of the State of Iowa, having its principal office in the City of Des Moines, County of Polk in the State of Iowa, acting by its duly authorized officers, the said Emigration Land Company being the legal owners of the hereinafter described lands situated in Brazoria County, Texas, have caused the same to be platted and subdivided as shown by the Plat attached hereto, with the Blocks numbered as shown on said plat, and have dedicated to the public for use as public highways the streets and roads shown upon this Plat, and all sales of the property as described, on this plat will be made with reference hereto, said land described, as follows; to wit:

- | | |
|--|--|
| Section No 50, N. 3. & B. R. R. Survey Abstract No 512 | Section No 2, Lavaca Navigation Co Survey Abstract No 531. |
| Section No 51. " " " " " Abstract No 238 | Section No 3 " " " " Abstract No 538 |
| Section No 56 " " " " " Abstract No 515 | Section No 4 " " " " Abstract No 532 |

In witness whereof the Emigration Land Company has caused its name to be signed hereto by its duly authorized President and Secretary, and its corporate seal hereto affixed on this the 5th day of January, 1914, A.D.

(Seal)

Attch.
 E. L. Huffman, Secy.

Emigration Land Company
 By N. J. Baird, President.

State of Iowa }
 County of Polk } Before me, the undersigned Notary Public in and for Polk County Iowa on this day personally appeared N. J. Baird, President of the Emigration Land Company, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said Corporation, he being duly authorized so to do by resolution of the board of directors of said company, and that the seal affixed to said instrument is the seal of said corporation.

Given under my hand and official seal on this 6th day of January, 1914.
 My commission Expires July 4, 1915.

(Seal)

E. L. Gossett, Notary Public, in and for Polk Co. Iowa

Filed for Record this the 12 day of Jan A.D. 1914 at 3.0' Clock P.M.
 W. C. Shirley, Clerk County Court, Brazoria Co. Texas By W. L. Walter, Deputy.

Prepared by the State Bar of Texas for use by lawyers only. Reviewed 1-1-76. Revised to include grantee's address (art. 6626, RCS) 1-1-82.

28666

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS

COUNTY OF BRAZORIA

} KNOW ALL MEN BY THESE PRESENTS:

That I, HELEN P. ANDERS, a widow,

of the County of Anderson and State of Texas, for and in

consideration of the sum of TEN AND NO/100-----

----- (\$10.00) ----- DOLLARS

and other valuable consideration to the undersigned paid by the grantees herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the GRANTEES herein, of their one certain promissory note of even date herewith for the principal sum of SEVENTY FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$75,500.00) payable to the order of HELEN P. ANDERS, at the request of the GRANTEES herein, she having advanced funds to the full amount of said note, the principal and interest payable in monthly installments (or according to an amortization plan) with interest as therein set out, both principal and interest payable at Palestine, Texas

said note containing the usual acceleration maturity and attorney's fee clause,

SURFACE RIGHTS ONLY: 2.81 acres of land, being a part of Tract 663 of the Subdivision of the HT&B RR Company Survey, Section 56, Abstract 515, Brazoria County, Texas, according to the Plat recorded in Volume 2, Page 113, Plat Records of Brazoria County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod marking the southwest corner of the herein described tract in the South line of the aforementioned Tract 663, said point being located due East - 280.04 feet from the southwest corner of the aforementioned Tract 663;

THENCE North 02 deg. 49 min. East, along the centerline of a shell driveway, a distance of 437.42 feet to a point for corner in the centerline of the West fork of Chocolate Bayou, from which an iron rod bears South 02 deg. 49 min. West - 35.0 feet;

THENCE Southeasterly, along the west fork of Chocolate Bayou with its meanders as follows:

South 75 deg. 35 min. East - 143.31 feet;

South 52 deg. 10 min. East - 197.7 feet;

South 02 deg. 55 min. East - 172.0 feet;

South 45 deg. 19 min. East - 74.5 feet to a point for corner in the East line of the aforementioned Tract 663;

THENCE South, along the East line of Tract 663, a distance of 57.6 feet to the Southeast corner of Tract 663;

THENCE West, along the South line of Tract 663, a distance of 379.96 feet to the PLACE OF BEGINNING and containing 2.81 acres of land.

SUBJECT TO: Any and all easements, restrictions, covenants, conditions, rights of way, and oil, gas and other mineral reservations and/or leases, if any, affecting the above property that are valid, existing and properly of record.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said grantee S, their heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee S, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

It is further covenanted, contracted and agreed that the above described property shall be used for new, single-family residence purposes only and that no mobile homes will be permitted or maintained nor may houses be moved in from other locations. No business or trade shall be carried on and no industrial or commercial use shall be made of such property. Livestock may be kept for personal use but not for commercial or business purposes. These restrictions shall be binding upon Grantees, their heirs, personal representatives and assigns; and shall remain in full force and effect for a period of ten (10) years from and after the date hereof.

Grantor hereby agrees to join with Grantees in dedicating to Brazoria County for public road purposes a strip of land off of the South side of the above described tract and not more than twenty (20) feet in width, for the purpose of widening the existing forty (40) foot roadway.

85174 483

Mailing address of each grantee:

Name: Alejandro Y. Torres and
Address: Katherine Joan Torres
9502 County Road 48
Rosharon, Texas, 77583

Name:
Address:

(Acknowledgment)

STATE OF TEXAS }
COUNTY OF BRAZORIA }

This instrument was acknowledged before me on the 16th day of August, 1985,
by HELEN P. ANDERS

My commission expires:

Bonnie Beddingfield
Notary Public, State of Texas
Notary's printed name: **BONNIE BEDDINGFIELD**
Notary Public in and for State of Texas
My Commission Expires 7-7-89.

(Acknowledgment)

STATE OF TEXAS }
COUNTY OF }

This instrument was acknowledged before me on the _____ day of _____, 19____,
by _____

My commission expires:

Notary Public, State of Texas
Notary's printed name:

(Acknowledgment)

STATE OF TEXAS }
COUNTY OF }

This instrument was acknowledged before me on the _____ day of _____, 19____,
by _____

My commission expires:

Notary Public, State of Texas
Notary's printed name:

FILED FOR RECORD
AUG 19 9 30 AM '85
Bonnie Beddingfield
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

(Corporate Acknowledgment)

STATE OF TEXAS }
COUNTY OF }

This instrument was acknowledged before me on the _____ day of _____, 19____,
by _____
of _____