

ferred to R. B. Richter, without recourse on grantor; have GRANTED, SOLD AND CONVEYED and by these presents do GRANT, SELL AND CONVEY, unto the said Hilmar Gass and Lonie Gass of the County of Kendall State of Texas all that certain tract, piece or parcel of land lying and situated in Comal County, Texas, about two miles Southwest of the City of New Braunfels, being out of Subdivision Number Five of the Juan Martin Veramendi Two League Survey Number One, Abstract Number Two, containing 30 acres of land, more or less, being original Acre lots Numbers 88, 96 and 97; SAVE AND EXCEPT a strip of land 100 feet wide described in the deed to me, the said grantor, R. O. Willmann, by Emil Krueger et ux, dated November 12, 1943, and recorded in Volume 78, pages 305-306, Comal County Deed Records, reference to which is made for description of said 100 feet and for chain of title.

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 Hilmar Gass and Lonie Gass, their heirs and assigns forever And I do hereby bind my heirs, executors and administrators to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said Hilmar Gass and Lonie Gass, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof

But it is expressly agreed and stipulated that the VENDORS LIEN is retained against the above described property premises and improvements until the above described note, and all interest thereon, are fully paid, according to its face and tenor effect and reading when this deed shall become absolute

WITNESS, my hand this 8th day of September A. D. 1945.

Documentary Stamps \$7.15
Cancelled.

R. O. Willmann

THE STATE OF TEXAS, |
COUNTY OF COMAL |

Before me, the undersigned authority, a Notary Public, in and for Comal County Texas, on this day personally appeared R. O. Willmann, a single man, 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 considerations therein expressed.

Given under my hand and seal of office this 8th day of September A. D. 1945.

(Seal)

Mark V. Fuchs
Mark V. Fuchs, Notary Public, Comal County, TEXAS.

Filed for record September 10th, 1945, at 3.15 o'clock P. M., and recorded September 11th, 1945, at 1.15 o'clock P. M.



Co. Clerk, Comal County, Texas.

No. 18595 - WARRANTY DEED. LANDA PARK ESTATES SALES CO. TO FRED S. WILLBUR.

THE STATE OF TEXAS, |
COUNTY OF BEXAR. |

KNOW ALL MEN BY THESE PRESENTS:

That LANDA PARK ESTATES SALES CO., a corporation organized under the laws of the State of Texas, with its domicile and principal office in Comal County, Texas, acting herein by and through its President and Secretary, they being hereunto duly authorized, as Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations DOLLARS, (\$10.00), the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED and by these presents do GRANT, SELL AND CONVEY unto Fred S. Willbur, as GRANTEE, his heirs and assigns, all that part or parcel of land and real estate situated in Comal County, Texas, being out of a sub-division of the Juan Martin Veramendi Two League Grant, Survey No. 1, Abstract No. 2, and being more particularly described by lot and block numbers as

Lot Number Eighteen (18) Block Number Eight (8)

Lot Number Nineteen (19) Block Number Eight (8).

of LANDA PARK ESTATES, according to a map or plat thereof recorded in Vol. 62, Page 464, of the Deed Records of Comal County, Texas.

Grantor does hereby GRANT, SELL AND CONVEY unto Grantee, as the owner of a lot in Landa Park Estates, all of the reservations, exceptions, easements and privileges retained and reserved by Landa Milling Company in its warranty deed to Comal Power Company, executed August 17, 1925, and recorded in Vol. 51, Page 374 et seq., of the Deed Records of Comal County, Texas, and subsequently conveyed by express grant to Grantors, insofar as same apply to the use of the fifteen (15) foot strip of land conveyed by such deed and lying along the Southeast side of Comal Springs or River, with the following exceptions:

First: The owner of each lot in Landa Park Estates shall have the perpetual right for each such owner and his immediate family, to the free use of Comal Springs or River, between North Union and Elizabeth Streets, for swimming, boating and fishing.

Second: Grantor and Grantee expressly agree by this mutually binding restriction or covenant not to construct club houses, cottages or other buildings on said fifteen (15) foot strip of land, and further covenant and agree not to sell or assign this right to construct buildings thereon.

Grantor does hereby GRANT, SELL AND CONVEY to Grantee as the owner of a lot in Landa Park Estates its easement and right-of-way through Landa Park and the DePaw Farm, from said Landa Park Estates to the main entrance of said Landa Park.

All the above described rights and easements shall belong to each lot in said Landa Park Estates and shall pass with each said lot as appurtenant thereto, whether set out in subsequent conveyances of said property or not, the seller of each lot in said Landa Park Estates parting with such rights or easements and the purchaser thereof acquiring the same. It is agreed by all the owners of lots in Landa Park Estates that each such owner of a lot in said Landa Park Estates shall enjoy and own equally the rights and easements above referred to and it is made an express condition of this conveyance that the Grantee, his heirs and assigns, do so agree, subject only to the terms of the deed from Landa Milling Company to the Comal Power Company, above noted.

The foregoing real estate and appurtenances thereto is conveyed to Grantee subject to and limited by the following restrictions, reservations and exceptions, and the said Grantee, for his heirs, successors and assigns, by accepting this conveyance, does covenant and agree to and with the said Grantor, its successors and assigns, that this conveyance is made subject to and limited by the following exceptions, reservations and conditions, to-wit:

That neither the said Grantee herein, nor anyone claiming by, through or under him, shall, prior to the 1st day of January, A. D. 1999, violate any of the following restrictions:

FIRST: No building shall be erected within the boundaries of Landa Park Estates except the same be built of brick, brick veneer, stone, stucco, rock or other similar fire resisting materials.

SECOND: No building of any sort shall be placed or permitted to be placed within fifteen (15) feet of the front line of any lot.

THIRD: No lot or lots in Landa Park Estates shall be sold, leased or rented to any person of the Negro race or blood, nor to any other than to members of the Caucasian race.

FOURTH: All lots within the boundaries of Landa Park Estates are restricted for residence purposes only.

FIFTH: The foregoing stipulations, exceptions, reservations and conditions are hereby declared to be covenants running with the land above conveyed, and shall be binding on the said Grantee, and all claiming by, through or under him, whether they be set out in subsequent conveyances of said property or not, and if the said Grantee, or anyone claiming by through or under him, shall, at any time, violate or attempt to violate, or shall fail to observe or

perform any of the foregoing stipulations, exceptions, reservations and conditions, it shall be lawful for the Grantor, or any person owning a lot in Landa Park Estates, the subdivision above mentioned, which is restricted to the same exceptions, restrictions, reservations and conditions in respect to which default is made, to institute and prosecute appropriate proceedings at law or in equity to remedy or prevent the wrong done or attempted.

SIXTH: The stipulations, exceptions, reservations and conditions hereinbefore set forth in Paragraph Number Four, (4), may be modified or abrogated with the written consent of the owners of not less than three-fourth, (3/4), of all of the lots in Landa Park Estates, above mentioned.

TO HAVE AND TO HOLD the above granted land and premises and easements, rights and privileges, together with all appurtenances, hereditaments, rights and privileges in anywise incident or appertaining thereto, unto the said Fred S. Willbur, his heirs and assigns forever.

Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the said lands, premises, easements, rights and privileges hereinabove recited as conveyed or granted to Fred S. Willbur, unto the said Fred S. Willbur, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

IN TESTIMONY WHEREOF, LANDA PARK ESTATES SALES CO., has caused its seal to be impressed hereon, and has caused these presents to be executed by its officers, thereunto duly authorized, as of the 13th day of June, A. D. 1941

Documentary Stamps \$.55
Cancelled.

LANDA PARK ESTATES SALES CO.
By W W Searcy Jr
Its President

(Seal)

ATTEST:

R. J. Gode
Its Secretary

THE STATE OF TEXAS,
COUNTY OF COMAL.

BEFORE ME, THE UNDERSIGNED AUTHORITY, a Notary Public in and for the State and County aforesaid, on this day personally appeared W. W. Searcy, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of LANDA PARK ESTATES SALES CO., of New Braunfels, Texas, and as the President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th day of June, A. D. 1941

(Seal.)

H. W. Adams
Notary Public in and for Comal County, Texas

Filed for record September 11th, 1945, at 9.00 o'clock A. M., and recorded September 11th, 1945, at 1.45 o'clock P. M.

H. W. Adams

Co. Clerk, Comal County, Texas.

No. 18596 - WARRANTY DEED. WALTER H. WIEDNER TO GUADALUPE O. VARGAS ET UX.

THE STATE OF TEXAS,
County of Comal

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Walter H. Wiedner, of the County of Comal and State of Texas, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to me in hand paid by Guadalupe O. Vargas and wife, Louisa C. Vargas, of the County of Comal and State of Texas, the receipt of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do GRANT, SELL AND CONVEY unto the said Guadalupe O. and Louisa C. Vargas, of the County of Comal, in the State of Texas, all that certain tract or parcel of land described