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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.

Warranty Deed With Vendor's Lien

Date: March 15, 2007

Grantor: ANNE MARIE BROUSSARD

Grantor's Mailing Address:

ANNE MARIE BROUSSARD
Box 491
Hunt, Texas 78024
Kerr County

Grantee: MARK S. HENKELMAN and wife, TERI HENKELMAN

Grantee's Mailing Address:

MARK S. and TERI HENKELMAN
19158 Laketree Drive
Montgomery, Texas 77356
Montgomery County

Consideration:

Cash and a note of even date executed by MARK S. HENKELMAN and wife, TERI HENKELMAN and payable to the order of FIRST NATIONAL BANK TEXAS - #311, Conroe Montgomery Crossing Banking Center in the principal amount of THREE HUNDRED TWENTY FIVE THOUSAND SEVEN HUNDRED SIXTY TWO AND 50/100 DOLLARS (\$325,762.50). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from MARK S. HENKELMAN and wife, TERI HENKELMAN to William T. Fowler, Trustee.

Property (including any improvements):

Being a 36.50 acre tract of land, more or less, out of a 98.9185 acre tract and a 69.09 acre tract in the W.B.D, Smith Survey, A-38, Montgomery County, Texas, said 36.50 acre tract being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from Conveyance:

Save and except from this conveyance, and there is hereby reserved to Grantor and Grantor's

heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property and all benefits therefrom.

Exceptions to Conveyance and Warranty:

All validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2007, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes, and the following:

- a) Easement granted to Gulf States Utilities Company in instrument executed by A. H. Martin, dated July 14, 1950, recorded in Volume 297, Page 622 of the Deed Records of Montgomery County, Texas.
- b) Easement granted to Gulf States Utilities Company in instrument executed by F. L. Gates and wife, Mary L. Gates, dated October 24, 1949, recorded in Volume 296, Page 296 of the Deed Records of Montgomery County, Texas.
- c) Pipeline Right-of-Way Easement granted to Santa Fe Pipeline Company in instrument executed by Carter L. Gates, dated May 13, 1970, recorded in Volume 709, Page 525 of the Deed Records of Montgomery County, Texas, said right-of-way located and defined in instrument dated July 11, 1973, recorded in Volume 823, Page 905 of the Deed Records of Montgomery County, Texas.
- d) Easement granted to Mid-South Electric Cooperative, Inc., in instrument executed by Anne Marie Broussard, dated December 3, 1997, recorded in the Real Property Records of Montgomery County, Texas, under County Clerk's File No. 9888822.
- e) Easement granted to Mid-South Electric Cooperative Association, d/b/a Mid-South Synergy, in instrument executed by Anne Marie Broussard, dated May 25, 2006, recorded in the Real Property Records of Montgomery County, Texas, under County Clerk's File No. 2006-125419..
- f) Fence overlap along the Easterly property line; fence encroachment into the Northernmost property line; all as reflected on survey prepared by Michael C. Warren, R.P.L.S. No. 4935, dated February 28, 2007.
- g) An undivided 1/8th non-participating royalty interest in all oil, gas and other minerals in and under the herein described property reserved by J. B. Martin and wife, Lizzie E. Martin, in instrument recorded in Volume 212, Page 333 of the Deed Records of Montgomery County, Texas, reference to which instrument is made for all purposes.
- h) An undivided 49% of all oil, gas and other minerals of every character in and under the herein described property reserved by Ben Blum in instrument recorded in the Real Property Records of Montgomery County, Texas, under County Clerk's File No. 8007600, reference to which instrument is made for all purposes.
- i) Estate created by oil, gas, and mineral lease granted to Bob L. Davis in instrument

dated May 11, 1978, recorded in Volume 1085, Page 867 of the Deed Records of Montgomery County, Texas, and all terms, conditions, and stipulations contained therein.

Restrictions:

The following restrictions run with the land making up the Property:

- 1) The Property will be restricted to residential use only;
- 2) No manufactured homes, mobile homes, or trailers are permitted on the Property, and the Property will not be used for a manufactured home park, mobile home park or trailer park;
- 3) No commercial or business use of the property is allowed except for the raising of cattle, horses, or other livestock, stable use or farming;
- 4) The Property will not be used as a land fill or garbage dump; and
- 5) No gravel pits or dirt pits are allowed on the property.

Grantor, as the fee simple owner of the Property, establishes the Restrictions as covenants, conditions, and restrictions, whether mandatory, prohibitive, permissive, or administrative, to regulate the structural integrity, appearance, and uses of the Property and the improvements placed on it. Grantor and Grantee stipulate that (a) the Restrictions touch and concern the Property; (b) privity of estate exists by reason of the ownership of the Property; (c) notice is given by filing this instrument in the real property records of the county in which the Property is situated; and (d) the Restrictions are reasonable, their purposes being for the common benefit of the property owners who are affected by the structural integrity, appearance, and uses of the Property. The Restrictions run with the land making up the Property, are binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantor and Grantee, and their successors and assigns forever.

Grantee acknowledge that Grantor has not made and does not make any representations as to the physical condition of the property, or any other matter affecting or related to the property (other than warranties of title as provided and limited herein). Grantee expressly agrees that to the maximum extent permitted by law, the property is conveyed "as is" and "with all faults," and Grantor expressly disclaims, and Grantee acknowledges and accepts that Grantor has disclaimed, any and all representations, warranties or guaranties of any kind, oral or written, express or implied (except as to title as herein provided and limited) concerning the property, including, without limitation, the merchantability, marketability, habitability, profitability, suitability or fitness for a particular purpose of the property.

By Grantees' acceptance of this deed, Grantees represent that Grantees have made or have had the opportunity to make, all inspections of the property to determine its value and condition deemed necessary or appropriate by Grantees, including, without limitation, inspections for the presence of hazardous materials as defined by federal or state law or regulation, wetlands as defined by federal or state law or regulation, or any threatened or endangered species or their habitats as defined by the Texas parks and Wildlife Department or the U.S. Fish and Wildlife Service or by other federal or state law.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and Exceptions to Conveyance and Warranty.

FIRST NATIONAL BANK TEXAS - #311, Conroe Montgomery Crossing Banking Center, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the first-lien note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of FIRST NATIONAL BANK TEXAS - #311, Conroe Montgomery Crossing Banking Center and are transferred to FIRST NATIONAL BANK TEXAS - #311, Conroe Montgomery Crossing Banking Center without recourse or warranty against Grantor to secure the first-lien note.

When the context requires, singular nouns and pronouns include the plural.


ANNE MARIE BROUSSARD

Grantee:



MARK S. HENKELMAN


TERI HENKELMAN

STATE OF TEXAS)

COUNTY OF KERR)

This instrument was acknowledged before me on the 16 day of March, 2007, by ANNE MARIE BROUSSARD.


Notary Public, State of Texas



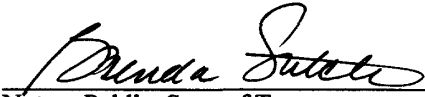
307-11-0415

STATE OF TEXAS)

COUNTY OF MONTGOMERY)

This instrument was acknowledged before me on the 20th day of March, 2007, by MARK S. HENKELMAN and wife, TERI HENKELMAN.





Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Green & Green, P.C.
104 West Davis Street
Conroe, TX 77301

AFTER RECORDING RETURN TO:
Mr. & Mrs. Mark S. Henkelman
19158 Laketree Drive
Montgomery, Texas 77356

*Warranty Deed with Vendor's Lien
Anne Marie Broussard to Mark S.
Henkelman and wife, Teri Henkelman
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307-11-0416

FIELD NOTE DESCRIPTION
36.50 ACRES IN THE W.B.D. SMITH SURVEY, A-38
MONTGOMERY COUNTY, TEXAS

BEING a 36.50 acre tract of land situated in the W.B.D. Smith Survey, Abstract No. 38, Montgomery County, Texas, and being a portion of a 98.9185 acre tract described in deed to Anne Marie Broussard recorded in Volume 1113, Page 310 of the Deed Records of Montgomery County, Texas, and a portion of a 69.09 acre tract described in deed to Anne Marie Broussard recorded under County Clerk's File No. 8007600 of the Real Property Records of Montgomery County, Texas, said 36.50 acre tract being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found in the northerly right-of-way line of Spring Branch Road for the southeasterly corner of a 20.00 acre tract described in deed to Bruce Church recorded under County Clerk's File No. 2006-074428 of the Official Public Records of Montgomery County, Texas, said point also lying in the southerly line of said 98.9185 acre parent tract;

THENCE departing Spring Branch Road North 00° 43' 31" East a distance of 1106.80 feet to a 5/8 inch iron rod found for Church's northeasterly corner, in the southerly line of Lot 34, of STONE CREEK, SECTION ONE, according to the map or plat thereof recorded in Cabinet Z, Sheet 297 of the Map Records of Montgomery County, Texas;

THENCE with the southerly line of STONE CREEK, SECTION ONE, North 88° 56' 32" East a distance of 147.26 feet to an old cross-tie fence corner post for the northeasterly corner of said 98.9185 acre tract, in the westerly line of said 69.09 acre tract;

THENCE North 01° 07' 15" East a distance of 136.90 feet to a 5/8 inch iron rod found in the southerly line of said STONE CREEK, SECTION ONE, also being the northwesterly corner of said 69.09 acre tract;

THENCE with the northerly line of said 69.09 acre tract and southerly line of STONE CREEK SECTION ONE North 89° 08' 58" East a distance of 1121.19 feet to a 1/2 inch iron rod set for the northeasterly corner of the herein described tract;

THENCE severing said 69.09 acre tract South 00° 19' 15" East a distance of 1270.57 feet to a 1/2 inch iron rod set in the northerly line of Spring Branch Road;

THENCE with the northerly line of Spring Branch Road North 89° 39' 45" West a distance of 1292.12 feet to the POINT OF BEGINNING.

CONTAINING a computed area of 36.50 acres of land within this Field Note Description.

AMB TH MSH

307-11-0417

FILED FOR RECORD
07 MAR 21 PM 3:18

Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify this instrument was filed in
File Number Sequence on the date and at the time
stamped herein by me and was duly RECORDED in
the Official Public Records of Real Property at
Montgomery County, Texas.

MAR 21 2007



Mark Turnbull
County Clerk
Montgomery County, Texas

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded.