

NOTICE

Prepared by the State Bar of Texas for use by Lawyers only. Revised 1-1-76
To select the proper form, fill in blank spaces, strike out form provisions or
insert special terms constitutes the practice of law. No "standard form" can
meet all requirements.

DEED OF TRUST

THE STATE OF TEXAS
COUNTY OF BURLESON

}

KNOW ALL MEN BY THESE PRESENTS:

That Carroll E. Miller and Joan D. Miller, residents

of Burleson County, Texas, hereinafter called Grantors (whether one or more) for the purpose of securing the indebtedness hereinafter described, and in consideration of the sum of TEN DOLLARS (\$10.00) to us in hand paid by the Trustee hereinafter named, the receipt of which is hereby acknowledged, and for the further consideration of the uses, purposes and trusts hereinafter set forth, have granted, sold and conveyed, and by these presents do grant, sell and convey unto Sidney Levine, Trustee, of Harris County, Texas, and his substitutes or successors, all of the following described property situated in Burleson County, Texas, to-wit:

Tract 1 - 3.617 acres of land situated in Burleson County, Texas out of the William Woodford Survey A-252, and being a portion of the tract of land called 96.155 acres in a deed to Kenneth Baker as recorded in Volume 281, Page 373 of the Burleson County Deed Records, more particularly described in Exhibit "A" which is attached hereto and made a part hereof for all intents and purposes.

Tract 2 - 3.000 acres of land situated in Burleson County, Texas out of the William Woodford Survey A-252, and being a portion of the tract of land called 96.155 in a deed to Kenneth Baker as recorded in Volume 281, Page 373 of the Burleson County Deed Records, more particularly described in Exhibit "B: which is attached hereto and made a part hereof for all intents and purposes.

Tract 3 - 3.000 acres of land situated in Burleson County, Texas out of the William Woodford Survey A-252, and being a portion of the tract of land called 96.155 acres in a deed to Kenneth Baker as recorded in Volume 281, Page 373 of the Burleson County Deed records, more particularly described in Exhibit "C" which is attached hereto and made a part hereof for all intents and purposes.

TO HAVE AND TO HOLD the above described property, together with the rights, privileges and appurtenances thereto belonging unto the said Trustee, and to his substitutes or successors forever. And Grantors do hereby bind themselves, their heirs, executors, administrators and assigns to warrant and forever defend the said premises unto the said Trustee, his substitutes or successors and assigns forever, against the claim, or claims, of all persons claiming or to claim the same or any part thereof.

This conveyance, however, is made in TRUST to secure payment of one promissory note of even date herewith in the principal sum of Twenty-Four Thousand And No/100's

Dollars (\$ 24,000.00)

executed by Grantors, payable to the order of Kenneth A. Baker, Trustee, at Citizens State

bearing interest as therein stipulated, providing for acceleration of maturity and for Attorney's fees;

Should Grantors do and perform all of the covenants and agreements herein contained, and make prompt payment of said indebtedness as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, and shall be released at the expense of Grantors, by the holder thereof, hereinafter called Beneficiary (whether one or more).

Grantors covenant and agree as follows:

That they are lawfully seized of said property, and have the right to convey the same; that said property is free from all liens and encumbrances, except as herein provided.

To protect the title and possession of said property and to pay when due all taxes and assessments now existing or hereafter levied or assessed upon said property, or the interest therein created by this Deed of Trust, and to preserve and maintain the lien hereby created as a first and prior lien on said property including any improvements hereafter made a part of the realty.

To keep the improvements on said property in good repair and condition, and not to permit or commit any waste thereof; to keep said buildings occupied so as not to impair the insurance carried thereon.

To insure and keep insured all improvements now or hereafter created upon said property against loss or damage by fire and windstorm, and any other hazard or hazards as may be reasonably required from time to time by Beneficiary during the term of the indebtedness hereby secured, to the extent of the original amount of the indebtedness hereby secured, or to the extent of the full insurable value of said improvements, whichever is the lesser, in such form and with such Insurance Company or Companies as may be approved by Beneficiary, and to deliver to Beneficiary the policies of such insurance having attached to said policies such mortgage indemnity clause as Beneficiary shall direct; to deliver renewals of such policies to Beneficiary at least ten (10) days before any such insurance policies shall expire; any proceeds which Beneficiary may receive under any such policy, or policies, may be applied by Beneficiary, at his option, to reduce the indebtedness hereby secured, whether then matured or to mature in the future, and in such manner as Beneficiary may elect, or Beneficiary may permit Grantors to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy.

That in the event Grantors shall fail to keep the improvements on the property hereby conveyed in good repair and condition, or to pay promptly when due all taxes and assessments, as aforesaid, or to preserve the prior lien of this Deed of Trust on said property, or to keep the buildings and improvements insured, as aforesaid, or to deliver the policy, or policies, of insurance or the renewal thereof to Beneficiary, as aforesaid, then Beneficiary may, at his option, but without being required to do so, make such repairs, pay such taxes and assessments, purchase any tax title thereon, remove any prior liens, and prosecute or defend any suits in relation to the preservation of the prior lien of this Deed of Trust on said property, or insure and keep insured the improvements thereon in an amount not to exceed that above stipulated; that any sums which may be so paid out by Beneficiary and all sums paid for insurance premiums, as aforesaid, including the costs, expenses and Attorney's fees paid in any suit affecting said property when necessary to protect the lien hereof shall bear interest from the dates of such payments at ten per cent (10%) per annum, and shall be paid by Grantors to Beneficiary upon demand, at the same place at which the above described note is payable, and shall be deemed a part of the debt hereby secured and recoverable as such in all respects.

That in the event of default in the payment of any installment, principal or interest, of the note hereby secured, in accordance with the terms thereof, or of a breach of any of the covenants herein contained to be performed by Grantors, then and in any of such events Beneficiary may elect, Grantors hereby expressly waiving presentment and demand for payment, to declare the entire principal indebtedness hereby secured with all interest accrued thereon and all other sums hereby secured immediately due and payable, and in the event of default in the payment of said indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of Beneficiary (which request is hereby conclusively presumed), to enforce this trust; and after advertising the time, place and terms of the sale of the above described and conveyed property, then subject to the lien hereof, for at least twenty-one (21) days preceding the date of sale by posting written or printed notice thereof at the Courthouse door of the county where said real property is situated, which notice may be posted by the Trustee acting, or by any person acting for him, and the Beneficiary (the holder of the indebtedness secured hereby) has, at least twenty-one (21) days preceding the date of sale, served written or printed notice of the proposed sale by certified mail on each debtor obligated to pay the indebtedness secured by this Deed of Trust according to the records of Beneficiary, by the deposit of such notice, enclosed in a postpaid wrapper, properly addressed to such debtor at debtor's most recent address as shown by the records of Beneficiary, in a post office or official depository under the care and custody of the United States Postal Service, the Trustee shall sell the above described property, then subject to the lien hereof, at public auction in accordance with such notice at the Courthouse door of said county where such real property is situated (provided where said real property is situated in more than one county, the notice to be posted as herein provided shall be posted at the Courthouse door of each of such counties where said real property is situated, and said above described and conveyed property may be sold at the Courthouse door of any one of such counties, and the notices so posted shall designate the county where the property will be sold), on the first Tuesday in any month between the hours of ten o'clock A.M. and four o'clock P.M., to the highest bidder for cash, selling all of the property as an entirety or in such parcels as the Trustee acting may elect, and make due conveyance to the Purchaser or Purchasers, with general warranty binding Grantors, their heirs and assigns; and out of the money arising from such sale, the Trustee acting shall pay first, all the expenses of advertising the sale and making the conveyance, including a commission of five per cent (5%) to himself, which commission shall be due and owing in addition to the Attorney's fees provided for in said note, and then to Beneficiary the full amount of principal, interest, Attorney's fees and other charges due and unpaid on said note and all other indebtedness secured hereby, rendering the balance of the sales price, if any, to Grantors, their heirs or assigns; and the recitals in the conveyance to the Purchaser or Purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against Grantors, their heirs and assigns.

It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or his substitute or successor

100-100-858
VGL

property upon demand, the Purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is situated.

It is agreed that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character whether vendor's, materialmen's or mechanic's lien hereafter created on the above described property, and in the event the proceeds of the indebtedness secured hereby as set forth herein are used to pay off and satisfy any liens heretofore existing on said property, then Beneficiary is, and shall be, subrogated to all of the rights, liens and remedies of the holders of the indebtedness so paid.

It is further agreed that if Grantors, their heirs or assigns, while the owner of the hereinabove described property, should commit an act of bankruptcy, or authorize the filing of a voluntary petition in bankruptcy, or should an act of bankruptcy be committed and involuntary proceedings instituted or threatened, or should the property hereinabove described be taken over by a Receiver for Grantors, their heirs or assigns, the note hereinabove described shall, at the option of Beneficiary, immediately become due and payable, and the acting Trustee may then proceed to sell the same under the provisions of this Deed of Trust.

As further security for the payment of the hereinabove described indebtedness, Grantors hereby transfer, assign, and convey unto Beneficiary all rents issuing or to hereafter issue from said real property, and in the event of any default in the payment of said note or hereunder, Beneficiary, his agent or representative, is hereby authorized, at his option, to collect said rents, or if such property is vacant to rent the same and collect the rents, and apply the same, less the reasonable costs and expenses of collection thereof, to the payment of said indebtedness, whether then matured or to mature in the future, and in such manner as Beneficiary may elect. The collection of said rents by Beneficiary shall not constitute a waiver of his right to accelerate the maturity of said indebtedness nor of his right to proceed with the enforcement of this Deed of Trust.

It is agreed that an extension, or extensions, may be made of the time of payment of all, or any part, of the indebtedness secured hereby, and that any part of the above described real property may be released from this lien without altering or affecting the priority of the lien created by this Deed of Trust in favor of any junior encumbrancer, mortgagee or purchaser, or any person acquiring an interest in the property hereby conveyed, or any part thereof; it being the intention of the parties hereto to preserve this lien on the property herein described and all improvements thereon, and that may be hereafter constructed thereon, first and superior to any liens that may be placed thereon, or that may be fixed, given or imposed by law thereon after the execution of this instrument notwithstanding any such extension of the time of payment, or the release of a portion of said property from this lien.

In the event any portion of the indebtedness hereinabove described cannot be lawfully secured by this Deed of Trust lien on said real property, it is agreed that the first payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness.

Beneficiary shall be entitled to receive any and all sums which may become payable to Grantors for the condemnation of the hereinabove described real property, or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become payable to Grantors for damages caused by public works or construction on or near the said property. All such sums are hereby assigned to Beneficiary, who may, after deducting therefrom all expenses actually incurred, including attorney's fees, release same to Grantors or apply the same to the reduction of the indebtedness hereby secured, whether then matured or to mature in the future, or on any money obligation hereunder, as and in such manner as Beneficiary may elect. Beneficiary shall not be, in any event or circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any such sums.

Nothing herein or in said note contained shall ever entitle Beneficiary, upon the arising of any contingency whatsoever, to receive or collect interest in excess of the highest rate allowed by the laws of the State of Texas on the principal indebtedness hereby secured or on any money obligation hereunder and in no event shall Grantors be obligated to pay interest thereon in excess of such rate.

If this Deed of Trust is executed by only one person or by a corporation the plural reference to Grantors shall be held to include the singular and all of the covenants and agreements herein undertaken to be performed by and the rights conferred upon the respective Grantors named herein, shall be binding upon and inure to the benefit of not only said parties respectively but also their respective heirs, executors, administrators, grantees, successors and assigns.

Grantors expressly represent that this Deed of Trust and the Note hereby secured are given for the following purpose, to-wit:

The note hereby secured is given as a part of the purchase price of the herein described real property, and this Deed of Trust is in addition to the Vendor's Lien retained in a deed this day given by Kenneth A. Baker, Trustee to Carroll E. Miller, et ux, securing the payment of the indebtedness described herein, and said Vendor's Lien; and it is expressly agreed that the same shall not operate as a Waiver of the lien created by this Deed of Trust, it being agreed that said lien and rights created by this instrument shall be cumulative and in addition to said Vendor's Lien above mentioned, and that the owner or holder of the above described indebtedness may foreclose under either or both of said liens, as he or it may elect, without waiving the other, said deed above mentioned, together with its record, being here referred to and made a part of this instrument.

(Acknowledgment)

THE STATE OF TEXAS }
COUNTY OF BURLESON

Before me, the undersigned authority, on this day personally appeared **Carroll E. Miller**

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.

Given under my hand and seal of office on this the

26

day of

June

, A.D. 1981

Notary Public in and for

Harris

County, Texas.

My commission expires

July

29, 1981

(Printed or stamped name of notary)

VICTOR NOVAEZ



(Acknowledgment)

VOL 68 PAGE 858

THE STATE OF TEXAS }
COUNTY OF BURLESON

Before me, the undersigned authority, on this day personally appeared **Joan D. Miller**

known to me to be the person..... whose name...is..... subscribed to the foregoing instrument, and acknowledged to me that..... she..... executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the

26

day of

July

, A.D. 1981

Notary Public in and for

Harris

County, Texas.

My commission expires

July

29, 1981

(Printed or stamped name of notary)

VICTOR NOVAEZ



DEED OF TRUST

CARROLL E. MILLER ET UX

TO

SIDNEY LEVINE

TRUSTEE FOR

KENNETH A. BAKER, TRUSTEE

PREPARED IN THE LAW OFFICE OF:

Sidney Levine
Attorney at Law
P. O. Box 592
Sealy, Texas 77474

PLEASE RETURN TO:

Muzzy - Pledger & Associates, Inc. - Land Surveying
J.E. Pledger & Associates - Consulting Engineering

PIN OAK FOREST SUBDIVISION

TRACT 1 - 3.617 ACRES

ALL THAT TRACT OR PARCEL OF LAND situate in Burleson County, Texas out of the William Woodford Survey A-252, and being a portion of the tract of land called 96.155 acres in a deed to Kenneth Baker as recorded in Volume 281, Page 373 of the Burleson County Deed Records, more particularly described as follows:

COMMENCING at a set iron pin and fence corner lying in the Northwest line of FM Highway 1361 at the Eastmost corner of the original 96.155 acre tract;

THENCE N 44° 24' 55" W, 352.80 ft. with the Northeast line of the original tract as fenced to a set iron pin for Eastmost corner and PLACE OF

BEGINNING of the tract of land herein described;

THENCE S 47° 27' 05" W, 638.81 ft. to a set iron pin in the Northeast line of a proposed 60 ft. wide road easement and CONTINUING for a distance of 31.07 ft., the total distance along said line being 669.88 ft., to a point in the centerline of said easement;

THENCE with said road centerline N 27° 29' 30" W, 85.27 ft. to an angle point and N 17° 54' 15" W, 205.92 ft. to a point in the center of a branch for Westmost corner;

THENCE with the meander of said branch centerline N 75° 50' 45" E, 53.70 ft.;

S 40° 03' 15" E, 50.84 ft.;

N 63° 43' 45" E, 76.00 ft.;

N 46° 13' 45" E, 81.93 ft.;

June 10, 1981

W. O. #1267

PIN OAK FOREST SUBDIVISION

TRACT 1 - 3.617 ACRES (Continued)

S 73° 13' 15" E, 38.43 ft.;

N 67° 54' 45" E, 59.70 ft.;

N 50° 54' 45" E, 25.17 ft.;

N 2° 04' 15" W, 91.00 ft.;

N 28° 54' 45" E, 44.72 ft.;

N 53° 37' 45" E, 28.40 ft.;

N 22° 32' 45" E, 38.21 ft.;

N 7° 45' 15" E, 24.85 ft.;

N 22° 57' 45" E, 30.08 ft. and N 24° 07' 45" E, 18.36 ft. to a point in the Northeast line of the original tract;

THENCE with said line as fenced S 44° 39' 07" E, 44.00 ft. to a fence line angle;

S 44° 50' 23" E, 195.27 ft. to a fence line angle and S 44° 24' 55" E,

83.97 ft. to the PLACE OF BEGINNING and containing 3.617 acres of land.

June 10, 1981

W. O. #1267

John E. Pledger III

John E. Pledger, III
Registered Public Surveyor #2183

Page 2 of 2



RECORDER'S MEMORANDUM:
All Or Parts Of The Text On This Page
Was Not Clearly Legible For Satisfactory
Recordation

VOL

68 PAGE 860

Muzzy - Pledger & Associates, Inc. - Land Surveying
J. E. Pledger & Associates - Consulting Engineering

PIN OAK FOREST SUBDIVISION

TRACT 2 - 3,000 ACRES

ALL THAT TRACT OR PARCEL OF LAND situate in Burleson County, Texas out of the William Woodford Survey A-252, and being a portion of the tract of land called 96.155 acres in a deed to Kenneth Baker as recorded in Volume 281, Page 373 of the Burleson County Deed Records, more particularly described as follows:

BEGINNING at a set iron pin and fence corner lying in the Northwest line of FM Highway 1361 at the Eastmost corner of the original 96.155 acre tract;
THENCE with said highway line S 45° 51' 30" W, 210.80 ft. to a highway monument and S 45° 51' 30" W, 149.12 ft. to a set iron pin for Southmost corner;
THENCE N 46° 05' 30" W, 303.07 ft. to a set iron pin for Westmost corner;
THENCE N 47° 27' 00" E, 370.80 ft. to a set iron pin in the Northeast line of the original tract for Northmost corner;
THENCE S 44° 24' 50" E, 552.80 ft. with said line as fenced to the PLACE OF BEGINNING and containing 3,000 acres of land.

June 10, 1981
W. O. #1267

John E. Pledger III

John E. Pledger, III
Registered Public Surveyor #2183



VOL 68 PAGE 861

Muzzy - Pledger & Associates, Inc. - Land Surveying
J.E. Pledger & Associates - Consulting Engineering

RECORDER'S MEMORANDUM:

All Or Parts Of The Text On This Page
Was Not Clearly Legible For Satisfactory
Recordation

PIN OAK FOREST SUBDIVISION

TRACT 3 - 3,000 ACRES

ALL THAT TRACT OR PARCEL OF LAND situate in Burleson County, Texas out of the William Woodford Survey A-252, and being a portion of the tract of land called 96.155 acres in a deed to Kenneth Baker as recorded in Volume 281, Page 373 of the Burleson County Deed Records, more particularly described as follows:

COMMENCING at a set iron pin and fence corner lying in the Northwest line of

FM Highway 1361 at the Eastmost corner of the original 96.155 acre tract;

THENCE with said highway line S 45° 55' 30" W, 210.88 ft. to a highway monument and S 45° 51' 30" W, 149.12 ft. to a set iron pin for Eastmost corner and

PLACE OF BEGINNING of the tract of land herein described; VOL 68 PAGE 862

THENCE continuing with said highway line S 45° 51' 33" W, 367.59 ft. to a set iron pin in the Northeast line of a proposed 60 ft. wide roadway easement and CONTINUING for a distance of 30.29 ft., the total distance along said line being 397.88 ft. to a point in the centerline of said easement;

THENCE with said easement centerline N 36° 10' 45" W, 154.94 ft. to an angle point and N 27° 29' 30" W, 227.25 ft. to a point for Westmost corner;

THENCE N 47° 27' 00" E, 31.07 ft. to a set iron pin in the Northeast line of the afore-mentioned road easement and CONTINUING for a distance of 267.96 ft., the total distance along said line being 299.03 ft., to a set iron pin for Northmost corner;

THENCE S 46° 05' 51" E, 363.07 ft. to the PLACE OF BEGINNING and containing 3,000 acres of land.



9156

FILED FOR RECORD
 at 11:00 o'clock 7 M.
 AUG 24 1981
 JOHN J. TOUPAL
 COUNTY CLERK, BURLINGTON CO., TEX.
 By Sally M. [Signature] Deputy

SIDNEY LEVINE
 ATTORNEY AT LAW
 P. O. BOX 592
 SEALY, TEXAS 77474

\$17.00
 A.