

WARRANTY DEED (With Vendor's Lien)

THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

KNOW ALL MEN BY THESE PRESENTS:

That we, ARNOLD H. MIERS (not joined by my wife as the premises herein conveyed constitute no part of our homestead under the Laws and Constitution of the State of Texas), and WANDA WAVE MIERS, a feme sole, both of the County of Harris and State of Texas, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable considerations to us paid, and secured to be paid, by NORMAN R. KERTH and wife, DOROTHY L. KERTH, as follows:

The sum of Ten (\$10.00) Dollars and other good and valuable considerations cash to us in hand paid, the receipt of which is hereby acknowledged and confessed, and the further consideration in the amount of TWENTY-SEVEN THOUSAND, FOUR HUNDRED (\$27,400.00) DOLLARS being represented by two (2) certain Vendor's Lien Notes, even dated herewith, each Note being in the original principal amount of THIRTEEN THOUSAND, SEVEN HUNDRED (\$13,700.00) DOLLARS, executed by NORMAN R. KERTH and wife, DOROTHY L. KERTH, one of said Notes being payable to ARNOLD H. MIERS, or order, and one of said Notes being payable to WANDA WAVE MIERS, a feme sole, or order, said Notes bearing interest and being due and payable in monthly installments as therein stipulated, and finally maturing on October 1st, 1985; said Notes containing the usual accelerating maturity clause, the ten (10%) per cent attorney's fees clause, a Vendor's Lien and a Deed of Trust Lien on the hereinafter described premises, and being otherwise of the usual form and reading; said Notes being further described in and secured by Deeds of Trust even dated herewith from NORMAN R. KERTH and wife, DOROTHY L. KERTH, in favor of STEPHEN W. McCLAIN, Trustee;

have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY, unto the said NORMAN R. KERTH and wife, DOROTHY L. KERTH, of the Parish of Orleans and State of Louisiana, all that certain tract or parcel of land, together with all improvements thereon, lying and being situated in Montgomery County, Texas, and being fully described by metes and bounds as follows, to-wit:

Being 5.00 acres of land in the P. H. HERNDON SURVEY, ABSTRACT 256, Montgomery County, Texas, and being out of and a part of that 205.905 acre tract of land described in Deed from Arnold H. Miers, et al, to R. T. Marshall, Trustee, dated June 7th, 1972, and recorded in Volume 775, Page 575, Deed Records of Montgomery County, Texas; said 5.00 acre tract of land being fully described by metes and bounds as follows, to-wit:

COMMENCING at the Northwest Corner of the above mentioned 205.905 acre tract;

THENCE South 74 degrees 35 minutes 54 seconds East 436.7 feet along fence on the North Line of 205.905 acre tract to its point of intersection with the East Line of a 60 foot road;

THENCE South 13 degrees 58 minutes West 1083.3 feet along the East Line of Road to its point of intersection with the North Line of another 60 foot road;

THENCE North 74 degrees 28 minutes East 635.0 feet along the North Line of Road to a point in the West Line of a Gulf States Utility Company Easement;

THENCE South 15 degrees 15 minutes 20 seconds East 60.0 feet to a point in the South Line of Road and the place of BEGINNING;

THENCE North 74 degrees 28 minutes East 422.4 feet along the South Line of Road to a 1/2 inch Iron Rod at its point of intersection with the West Line of another 60 foot road;

THENCE South 15 degrees 15 minutes 20 seconds East 515.63 feet along the West Line of Road to a 1/2 inch Iron Rod for Corner;

THENCE South 74 degrees 28 minutes West 422.4 feet to a 1/2 inch Iron Rod for Corner in the West Line of said Gulf States Utility Company Easement;

THENCE North 15 degrees 15 minutes 20 seconds West 515.63 feet along West Line of Easement to the place of BEGINNING and containing 5.00 acres of land.

This conveyance is expressly made and accepted SUBJECT to that exception and/or reservation of an undivided one-half (1/2) interest in the oil, gas, and all other minerals, as set out in Deed from The National Bank of Commerce, Houston, Texas, et al, to Arnold H. Bruner and Company, dated September 30th, 1959, recorded in Volume 470, Page 454, Deed Records of Montgomery County, Texas.

In addition to said outstanding one-half (1/2) interest in the oil, gas and other minerals, as set out in the preceding paragraph, there is EXCEPTED from this conveyance and RESERVED FOREVER unto the Grantors herein, their heirs and assigns, in equal portions to each, an undivided one-fourth (1/4th) interest in and to all of the oil, gas, and all other minerals, in, under, and that may be produced from said premises herein conveyed.

This conveyance is expressly made and accepted SUBJECT to a utility easement for all utilities, said easement extending ten (10') feet into all property lines adjoining the roadways adjacent to said

ORIGINAL DIM

premises and is also SUBJECT to that certain electrical utility easement from Arnold H. Miers to Gulf States Utilities Company, dated January 12th, 1978, and recorded in Volume 1038, Page 575, Deed Records of Montgomery County, Texas; said Easement extending ten (10') feet into all property lines adjoining the roadways adjacent to said premises, and providing for easements for anchors and guy wires connected with said Easement.

This conveyance is further expressly made and accepted SUBJECT to those certain pipeline, utility and right-of-way easements from Arnold H. Bruner to Texas Intrastate Gas Company, dated January 5th, 1965, recorded in Volume 588, Page 519, Deed Records of Montgomery County, Texas, and in favor of Gulf States Utilities Company, set out in Condemnation Cause Number 4985, styled Gulf States Utilities Company vs. Arnold H. Miers, et al, in the County Court of Montgomery County, Texas, Certified Copy of Corrected Judgment in said Cause being recorded in Volume 776, Page 178, Deed Records of Montgomery County, Texas; said Easements traversing approximately the most Western one hundred and twenty-five (W. 125') feet of said premises, as set out therein.

This conveyance is expressly made SUBJECT to those restrictions, covenants, terms and provisions applicable to said premises, as set out on attachment hereto, marked "EXHIBIT A", which restrictions, covenants, terms and provisions shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from date.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in any-wise belonging unto the said NORMAN R. KERTH and wife, DOROTHY L. KERTH, their heirs and assigns, forever; and we do hereby bind ourselves, our heirs, executors and administrators, to WARRANT and FOREVER DEFEND, all and singular, the said premises unto the said NORMAN R. KERTH and wife, DOROTHY L. KERTH, 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 Vendor's Lien is retained against the above described property, premises and improvements, until the above described Notes, and all interest thereon are fully paid, according to their face and tenor, effect and reading, when this Deed shall become absolute.

WITNESS OUR HANDS this 28th day of September, A. D. 1978.

*Arnold H. Miers*  
Arnold H. Miers  
*Wanda Wave Miers*  
Wanda Wave Miers, a feme sole

THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared ARNOLD H. MIERS, 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, this the 30th day of September, A. D. 1978.

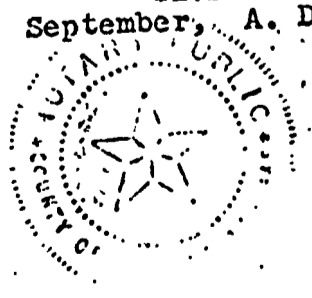


NAN AINSWORTH  
*Nan Ainsworth*  
Notary Public in and for  
Montgomery County, Texas.

THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared WANDA WAVE MIERS, a feme sole, 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, this the 30th day of September, A. D. 1978.



NAN AINSWORTH  
*Nan Ainsworth*  
Notary Public in and for  
Montgomery County, Texas.

EXHIBIT A:

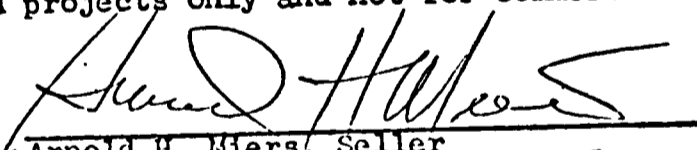
Restrictions, Covenants, Terms and Provisions applicable to 5.00 acres of land in the P. H. HERNDON SURVEY, ABSTRACT 256, Montgomery County, Texas; ARNOLD H. MIERS and WANDA WAVE MIERS, a feme sole, sale to NORMAN R. KERTH and wife, DOROTHY L. KERTH.

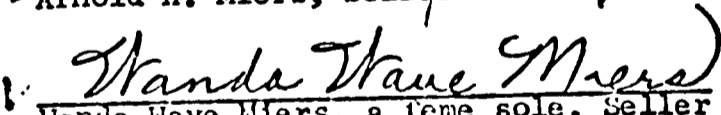
1. No part of said premises shall be used except for residential purposes. All parts of said premises are hereby designated as residential area and no business of any type, kind or character or apartment house, nor any occupation or business for commercial gain or profit shall be done or carried on on said premises. No building shall be erected, altered, placed or permitted to remain on any of said premises other than one detached single-dwelling house not to exceed two and one-half stories in height, a minimum of 2000 square feet, a private garage for the family vehicles, and a well house, together with one stable and one servant's quarters dwelling. This shall not prevent the erection of quarters for bona fide servants employed on the premises by the occupants of the main residence thereon.

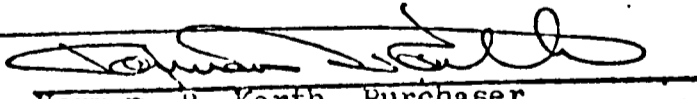
2. No portion of the surface of said premises shall ever be sold, assigned, or conveyed, nor shall any undivided interest, less than the whole, ever be sold, assigned or conveyed by any owner of said premises, unless the purchaser thereof purchases at least 2.5 acres thereof, all to the end that said premises shall not be subdivided into tracts with less than two and one-half (2½) acres. In the event said premises is divided into two tracts of 2.5 acres each, then each of said tracts as so divided shall be regarded as a separate tract with the provisions of the preceding paragraph applicable to each separate tract as so divided.

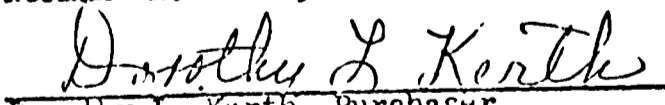
3. No trailers, mobile homes, or structures erected off of said premises shall be moved or placed on said premises, except that the owners may place a mobile home on said property while his home-site is under construction, but in no event shall the mobile home remain on said premises longer than six (6) months.

4. No animals, livestock, fowls, horses, cows or poultry shall be raised, bred or kept on said premises. However, this provision shall not prevent household pets or a maximum of two horses from being kept on said premises, provided that they are not kept, bred or maintained for any commercial purpose. Owners may build a greenhouse for their own personal use and not for commercial purposes, and may raise livestock for 4-H projects only and not for commercial purposes.

  
 Arnold H. Miers, Seller

  
 Wanda Wave Miers, a feme sole, Seller

  
 Norman R. Kerth, Purchaser

  
 Dorothy L. Kerth, Purchaser

FILED FOR RECORD  
 AT 2:55 O'CLOCK P.M.

OCT 30 1978

ROY HAEGLS, Clerk  
 County Court, Montgomery Co. Tx.  
 By  Deputy