

918-01-1465

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9355366

GENERAL WARRANTY DEED
WITH VENDOR'S LIEN

REAL PROPERTY RECORDS

DATE: OCTOBER 13, 1993

GRANTOR: JUANITA THOMPSON, INDIVIDUALLY AND AS INDEPENDENT EXECUTRIX OF THE ESTATE AND AS TRUSTEE UNDER THE WILL OF TROY P. THOMPSON, DECEASED

Grantor's Mailing Address (including county): #3 THOMPSON ROAD, WILLIS, MONTGOMERY COUNTY, TEXAS 77378

GRANTEE: BENJAMIN GUY SHANNON and wife, JOYCE PEARMAN SHANNON

Grantee's Mailing Address (including county): 7200 THOMPSON ROAD, WILLIS, MONTGOMERY COUNTY, TEXAS 77378

CONSIDERATION: TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged and confessed, and the further consideration of the sum of \$42,000.00 which is evidenced by the execution and delivery by the Grantees herein of that one certain promissory note of even date herewith, in the original principal sum of \$2,000.00, bearing interest and being payable as therein specified to the order of the Grantor herein; said note is secured by a Deed of Trust of even date herewith to Al Stewart, Trustee for the benefit of the Grantor herein, covering the hereinafter described tract of land; And there is retained herein, the Vendor's Lien and Superior Title in favor of the Grantor;

PROPERTY (including any improvement):

BEING a 10.00 acre tract of land out of the Timothy Cude Survey, A-12, Montgomery County, Texas, and a part of Troy P. Thompson's 150 acres tract described in Volume 150, Page 301, Montgomery County Deed Records, and fully described as follows:

Commencing at the northwest corner of intersection of F. M. 830 and Thompson Road (60 ft. ROW);

THENCE: N. 8 deg. 20' 18" E., along the west ROW line of Thompson Road, a distance of 1,984.73 ft. to a point for corner;

THENCE: N. 16 deg. 12' 58" E., continuing along the sid ROW line, a distance of 455.77 ft. to the POINT OF BEGINNING of this described tract;

THENCE: N. 76 deg. 16' 25" W., a distance of 1.127.48 ft. to a point on the center line of creek for corner;

THENCE: N. 22 deg. 20' 21" E., a distance of 20.46 ft. to a point for corner;

THENCE: N. 49 deg. 40' 53" E., a distance of 15.25 ft. to a point for corner;

THENCE: N. 14 deg. 39' 32" E., a distance of 353.73 ft. to a point for corner;

THENCE: S. 76 deg. 16' 25" E., a distance of 1,126.55 ft. to a point on the west ROW line of Anderson Road for northeast corner of the said tract;

THENCE: S. 16 deg. 12' 58" W., a distance of 388.62 ft. along the said ROW line to the POINT OF BEGINNING and containing 10.00 (north) acres of land.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Restrictions pertaining to subject tract are attached hereto, as Exhibit "A".

All or a portion of the subject tract of land is located within the boundaries of the 100 year flood plain as determined by the U. S. Corps of Engineers.

Subject to any and all restrictive covenants and conditions, any and all easements, building lines, and/or right of ways, and any and all mineral and/or royalty reservations of record in the office of the County Clerk of Montgomery County, Texas, but only to the extent that they are still in force and effect and still affect the herein described tract of land.

Grantor, for the consideration and subject to the reservations from and 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 wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

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

Juanita Thompson

JUANITA THOMPSON, INDIVIDUALLY AND AS INDEPENDENT EXECUTRIX OF THE ESTATE AND AS TRUSTEE UNDER THE WILL OF TROY P. THOMPSON, DECEASED

(Acknowledgment)

THE STATE OF TEXAS ()

COUNTY OF MONTGOMERY ()

This instrument was acknowledged before me on the 13th day of FEBRUARY, 1993, by JUANITA THOMPSON, INDIVIDUALLY AND AS INDEPENDENT EXECUTRIX OF THE ESTATE AND AS TRUSTEE UNDER THE WILL OF TROY P. THOMPSON, DECEASED.



Carolyn A. Fuller
Notary Public, State of Texas

PREPARED IN THE LAW OFFICE
STEWART & STEWART ATTORNEYS
402 WEST PHILLIPS
CONROE, TEXAS 77301

AFTER RECORDING RETURN TO:
MR. & MRS. BENJAMIN GUY SHANNON
7200 THOMPSON ROAD
WILLIS, TEXAS 77378

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RESTRICTIONS AND COVENANTS APPLICABLE TO 10 ACRES

- 1.) On Tracts of 3 acres of land or less, no parcel of land shall be used for any purpose other than a one family residential dwelling and buildings used in connection with such residential dwelling.
- 2.) Except as hereinafter set out this land shall never be used for commercial purposes, and no commercial or business activity shall be conducted thereon; The portion lying within 200 feet of F.M. 830, may be used for commercial purposes, However, said property may not be used as a junk yard or wrecking yard, and shall be kept in a clean, neat appearance. No Beer joints, taverns or sales of alcohol for consumption "on premises" shall be permitted. All merchandise kept, to be sold on said premises shall be stored in an enclosed area so as not to be an eyesore or nuisance; and except, for the keeping and grazing of livestock and the growing of agricultural products. HOWEVER, no feed lots, nor the commercial raising of swine or other animals in a confined area so that the situation creates a nuisance, shall be permitted.
- 3.) No Second-hand building materials may be used in the construction of buildings, and no building constructed off of a parcel may be moved onto same. Residences upon each parcel shall contain not less than 1,200 net square feet, and no building shall have void spaces between piers along front and sides of same.
- 4.) In the event that this land is divided or subdivided into more than one tract, no tract, lot or other portion of this land shall be less than the minimum acreage required by Montgomery County regulations for septic tanks, and no sale or other conveyance shall be made of such tract of land which is less than the minimum acreage required by Montgomery County regulations for septic tanks.
- 5.) No trailer house, mobile home, tent, or shack shall be placed upon any parcel, and no structure of a temporary character shall be used at any time as a residence.
- 6.) Once construction has begun upon a building of any type, same shall be completed within six (6) months from the time construction commenced.
- 7.) On tracts containing less than three (3) acres of land, no animals, other than household pets, shall be permitted upon any parcel, provided, however, that animals in such a limited number, as will not constitute a nuisance to any adjacent parcel or any parcel within the neighborhood may be kept thereon, and this shall permit the ownership, breeding and maintaining of a few large animals, so long as same are kept in a manner consistent with the terms of this paragraph.
- 8.) Garbage, trash or other refuse shall not be permitted to accumulate upon any parcel. No burning of household trash shall be permitted on tracts of 3 acres or less.
- 9.) No unlicensed or inoperative vehicles shall be kept or maintained upon any parcel or road easement.
- 10.) No nuisance shall be maintained, nor any noxious or offensive activity shall be carried on upon any parcel.
- 11.) No trees shall be cut or removed from the property without the permission of the Developer, until all purchase money liens are paid in full, except that a location to be used for a homesite may be cleared.
- 12.) These restrictions and covenants shall run with the land and be binding upon the land herein described for a period of ten (10) years, and shall automatically be extended for successive 10-year periods thereafter.

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13.) The Grantor herein may grant variances or alterations of these provisions, in her own discretion and without any limitation or responsibility therefor. Neither Grantor nor her heirs, successors or assigns shall have any obligation to any other person, including the Grantees herein, their successors or assigns, to enforce or uphold these restrictions and provisions in any manner, but instead, the enforcement and upholding of these restrictions shall be strictly and completely discretionary with the Grantor, her heirs, successors or assigns.

FILED FOR RECORD

93 OCT 14 PM 2:59

Roy Harris

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed
in File Number Sequence and the date and time
time stamped herein by me and was duly
in the official Public Records of said County of
Montgomery County, Texas.

OCT 14 1993



Roy Harris

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS