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DEEDS

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

KNOW ALL MEN BY THESE
PRESENTS:

THAT I, Charles Pete Palmer, Trustee, of the State of Texas, and County of Montgomery, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations to me in hand paid and to be paid by Bruce H. Dement and wife, Mary Helen Dement, the receipt of which is hereby acknowledge, and the execution and delivery to me by the said Bruce H. Dement, and wife, Mary Helen Dement, of their vendor's lien note for Eight Thousand Eight Hundred Seventy Five (\$8,875.00) Dollars, payable to Charles Pete Palmer, Trustee, being due and payable in monthly installments of \$125.82 each, the first of which installment shall be due and payable on or before the 20th day of August, 1971, and a like installment to become due and payable on or before the 20th day of each succeeding month thereafter, until the entire principal sum including interest shall have been paid; said note bearing interest at the rate of 8% per annum, said payments first being applied to the interest then due and the remainder to the unpaid principal, said note also containing the usual attorneys' fee clause and interest on past due principal and interest, and which note being secured in the payment thereof by the vendor's lien and Superior Title retained herein and further secured by a Deed of Trust of even date herewith, executed by the said Grantees herein conveying the hereinafter described real property to Drew Spencer, Trustee, have Granted, Sold and Conveyed, and do by these presents Grant, Sell and Convey unto the said Bruce H. Dement and wife, Mary Helen Dement, of Montgomery County, Texas, hereafter and above referred to as Grantees, that certain tract or parcel of land lying and being situated in Montgomery County, Texas, to-wit:

Being 5 acres of land, more or less, in the Mary Corner Survey, A-9, Montgomery County, Texas, said 5 acre tract being out of and a part of that certain 78.566 acres tract of land described in deed recorded in Vol. 660, Page 914, Deed Records of Montgomery County, Texas, also being out of and a part of that certain 95 acre tract of land described in deed recorded in Vol. 92, Page 406, Deed Records of Montgomery County, Texas, said 5 acres of land, more or less, being more particularly described by metes and bounds as follows:

BEGINNING at a point in the West property line of said 5 acre tract, said line being the East right of way line of a 60' road, said point also being the South line of a 22.8 acre tract formerly partitioned to Jordan, said point further being S 89° 20' E 638.5 feet from the Southwest corner of said 22.8 acre Jordan tract;
 THENCE N 0° 40' E 94.4 feet along the West property line of said 5 acre tract to an iron pipe rod;
 THENCE N 0° 40' E 46.5 feet continuing along said West property line to a point in the center of the old riverbed, said point being the Northwest corner of said 5 acre tract;
 THENCE along the center of said riverbed with its meandors, S 72° 40' E 57.4 feet to a point; N 54° 20' E 40.7 ft. to a point;
 THENCE S 89° 20' E 337.0 feet along the North property line of said 5 acre tract to the Northeast corner of said 5 acre tract, iron rod for corner;
 THENCE S 0° 40' W 148.6 feet along the East property line of said 5 acre tract to a point in the South line of the said 22.8 acre Jordan tract;
 THENCE S 0° 40' W 367.0 feet continuing along said East property line to a point in the North right of way line of a 60' road, said point being the Southeast corner of said 5 acre tract; iron rod for corner;
 THENCE N 89° 21' W 424.8 feet along said North right of way line, same being the South line of said 5 acre tract to a point in the East right of way line of a 60' road, said point being the Southwest corner of said 5 acre tract;
 THENCE N 0° 40' E 367.2 feet along said East right of way line, same being the West property line of said 5 acre tract to the place of BEGINNING, and containing 5 acres of land, more or less.

This conveyance is made subject to the following covenants and conditions and restrictions:

1. No parcel may be re-subdivided into building sites having an area less than two and 1/2 acres.
2. Architectural Control Committee (hereafter referred to as A. C. C.) to approve plans and specifications before construction starts.
3. Only single-family dwellings to be erected. (Guest house permitted if approved by A. C. C.)
4. Living area of main residence not to be less than 1,750 sq. ft.-single story; 2,250 sq. ft.-two story, unless A. C. C. approves.
5. Exterior walls of main residence to be not less than 51% masonry veneer, unless A. C. C. approves.
6. No building to be nearer than 50 ft. to front lot line or 50 ft. of interior property line. No structure to be within 10 ft. of rear property line.
7. No trailer, basement, tent, shack, garage, etc. to be used on any building site as residence, either temporary or permanent.
8. Trash to be kept in sanitary containers. Incinerators to be kept in clean and sanitary condition. No junk cars to be left on property. No animals, livestock or poultry to be raised, bred or kept for commercial purposes. This provision shall not prevent dogs, cats or horses from being kept, provided not for commercial purposes.

9. All residences to be kept in attractive fashion.

It is further agreed and understood that upon payment to Grantor of the sum of One Thousand Dollars, Grantor will release the vendor's Lien herein retained, and the Deed of Trust lien as to one acre of the above described premises, such one (1) acre to be in the shape of a square with the South boundary line thereof being the south bound line of the above described premises, and either the Eastern or the Western boundary line of the above described premises being a second boundary of said one-acre. Said sum of one-thousand dollars, when paid, shall be credited to the next accruing installment due on the above described note, and interest on such sum shall cease.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging to the said Grantees, their heirs and assigns forever; and I do hereby bind myself, my heirs, and assigns, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said Grantees, their heirs and assigns against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly understood and agreed and stipulated that the vendor's lien and Superior Title is retained against the above described premises, until the said note, and all interest thereon, shall have been fully paid, according to its face and tenor, effect and reading, when this deed shall become absolute.

WITNESS MY HAND THIS THE 28 day of July, 1971.

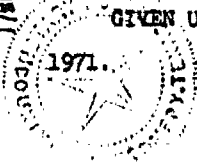
Charles Pete Palmer
Charles Pete Palmer, Trustee

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared Charles Pete Palmer, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he is the person who signed the same, and that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28 day of July,

Frances M. LeMay
Notary Public in and for
Montgomery County, Texas



Filed for Record at 11 o'clock A.M. July 29, 1971, NOTARY PUBLIC