

H. & T.C.R.R.CO. Survey Section 39, Abstract No. 224 Fort Bend County, Texas 2.486 Acres Project No. 21-202

METES AND BOUNDS DESCRIPTION OF A 2.486 ACRE TRACT OF LAND BEING ALL OF THAT CALLED 2.49 ACRE TRACT OF LAND DESCRIBED IN DEED TO HARVEY L. MARX RECORDED IN INSTRUMENT NO. 2020075487 OF THE OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY TEXAS (O.P.R.F.B.C.,TX) AND SITUATED IN THE H. & T.C.R.R.CO. SURVEY SECTION 39, ABSTRACT NO. 224 IN FORT BEND COUNTY, TEXAS. SAID 2.486 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1 inch iron pipe found at the intersection of the southwest right of way line of Joyce Street (60 foot right of way) with the southeast right of way line of Nowotny Street (60 foot right of way) marking the most northerly corner of said 2.49 acre tract;

THENCE with the southwest right of way line of Joyce Street and the northeast line of said 2.49 acre tract South 48 degrees 01 minutes 42 seconds East 530.60 feet to a 1 inch iron pipe found in a northwest line of a called 75.44 acre tract of land described in deed to Joyce Nowotny Crum recorded in Volume 2265, Page 1501 of the Official Records of Fort Bend County, Texas marking the most easterly corner of said 2.49 acre tract;

THENCE with the southeast line of said 2.49 acre tract and a northwest line of said 75.44 acre tract South 41 degrees 46 minutes 48 seconds West 186.50 feet to a set 5/8 inch iron rod with yellow plastic cap stamped "RPLS 6229" marking the most southerly corner of said 2.49 acre tract and an interior corner of said 75.44 acre tract:

**THENCE** with the southwest line of said 2.49 acre tract and a northeast line of said 75.44 acre tract **North 48 degrees 01 minutes 42 seconds West** at 386.50 feet **passing** the calculated most easterly corner of a called 1.0 acre tract of land described in deed to W. Lee Schmidt and Barbara J. Schmidt recorded in Volume 717, Page 171 of the Deed Records of Fort Bend County, Texas and continuing in all a **total distance of 580.60 feet** to a set 5/8 inch iron rod with yellow plastic cap stamped "RPLS 6229" in the southeast right of way line of Nowotny Street marking the most northerly corner of said 1.0 acre tract and the most westerly corner of said 2.49 acre tract;

**THENCE** with the southeast right of way line of Nowotny Street and the northwest line of said 2.49 acre tract **North 41** degrees 46 minutes 48 seconds East 186.50 feet to the POINT OF BEGINNING of the herein described tract and containing 2.486 acres within these metes and bounds.

Reference is herein made to the sketch accompanying this metes and bounds description

Bearing Basis: All bearings shown herein are referenced to the Texas Coordinate System of 1983 (2011), South Central Zone, U.S. Survey Feet derived from G.P.S. observations.

DONALD RAY HUNTER, JR

Donald Ray Hunter, Jr.

Registered Professional Land Surveyor No. 6229 – State of Texas

Prepared by: HLS Services, LLC

Firm No. 10194614 - Phone: 832-690-9007

Email: donald.hunter@hlsservices.biz

## ELDER LAW FIRM, P.C., 4400 POST OAK PKWY, SUITE 2535, HOUSTON, TEXAS 77027 ATTORNEY'S REPRESENTATION- GF# 022117753

The undersigned hereby acknowledge that, with respect to the sales or loans of transaction concerning:

METES AND BOUNDS DESCRIPTION OF A 2.486 ACRE TRACT OF LAND BEING ALL OF THAT CALLED 2.49 ACRE TRACT OF LAND DESCRIBED IN DEED TO HARVEY L. MARX RECORDED IN INSTRUMENT NO. 2020075487 OF THE OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY TEXAS (O.P.R.F.B.C.,TX) AND SITUATED IN THE H. & T.C.R.R.CO. SURVEY SECTION 39, ABSTRACT NO. 224 IN FORT BEND COUNTY, TEXAS. SAID 2.486 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING at a 1 inch iron pipe found at the intersection of the southwest right of way line of Joyce Street (60 foot right of way) with the southeast right of way line of Nowotny Street (60 foot right of way) marking the most northerly corner of said 2.49 acre tract;

THENCE with the southwest right of way line of Joyce Street and the northeast line of said 2.49 acre tract South 48 degrees 01 minutes 42 seconds East 580.60 feet to a 1 inch iron pipe found in a northwest line of a called 75.44 acre tract of land described in deed to Joyce Nowotny Crum recorded in Volume 2265, Page 1501 of the Official Records of Fort Bend County, Texas marking the most easterly corner of said 2.49 acre tract;

THENCE with the southeast line of said 2.49 acre tract and a northwest line of said 75.44 acre tract South 41 degrees 46 minutes 48 seconds West 186.50 feet to a set 5/8 inch iron rod with yellow plastic cap stamped "RPLS 6229" marking the most southerly corner of said 2.49 acre tract and an interior corner of said 75.44 acre tract;

THENCE with the southwest line of said 2.49 acre tract and a northeast line of said 75.44 acre tract North 48 degrees 01 minutes 42 seconds West at 386.50 feet passing the calculated most easterly corner of a called 1.0 acre tract of land described in deed to W. Lee Schmidt and Barbara J. Schmidt recorded in Volume 717, Page 171 of the Deed Records of Fort Bend County, Texas and continuing in all a total distance of 580.60 feet to a set 5/8 inch iron rod with yellow plastic cap stamped "RPLS 6229" in the southeast right of way line of Nowotny Street marking the most northerly corner of said 1.0 acre tract and the most westerly corner of said 2.49 acre tract:

THENCE with the southeast right of way line of Nowotny Street and the northwest line of said 2.49 acre tract North 41 degrees 46 minutes 48 seconds East 186.50 feet to the POINT OF BEGINNING of the herein described tract and containing 2.486 acres within these metes and bounds.

More commonly known as: 14606 Joyce Street, Needville, Texas 77461.

1. REPRESENTATION: Certain legal documents involved in the above referenced loan and real property transaction have been prepared by Elder Law Firm, P.C., based upon the contract terms and/or loan instructions relayed to Elder Law Firm, P.C. The undersigned acknowledges that Elder Law Firm, P.C. has not, in any manner, undertaken to assist or render legal advice to the undersigned with respect to the loan or the property which is being purchased, sold, improved, refinanced or additionally encumbered with

the proceeds of the loan, or with respect to any of the documents being executed in connection therewith. The undersigned further acknowledges that they are aware that they may retain their own legal counsel to advise them regarding the transaction and/or to review and render advice concerning any of the documents being executed in connection therewith. Further, if anyone shall construe the preparation of the documents by Elder Law Firm, P.C. as his acting as an intermediary or as providing common representation (as defined by the State Bar of Texas Disciplinary Rules of Professional Conduct), the undersigned hereby consent to his acting as such intermediary or to the common representation.

2. DESCRIPTION OF LEGAL SERVICES PERFORMED: Elder Law Firm, P.C. has prepared certain legal documents affecting title to the property. It is clearly understood by the undersigned that Elder Law Firm, P.C. has not conducted a title search with regard to the property and does not warrant the condition of title. It is also clearly understood by the undersigned that Elder Law Firm, P.C. has not reviewed a survey

for Buyer's benefit.

3. BASIS FOR FEE: The document preparation fee charged by Elder Law Firm, P.C. is intended to provide fair compensation for the services as shown on the invoice, taking into consideration the time and labor required, the complexities of the issues involved, the skill required to perform said services, and is

based upon a transaction, rather than an hourly basis.

4. DOCUMENT CORRECTION AGREEMENT: In consideration of the preparation of the documents, the undersigned agree to comply with any request from Elder Law Firm, P.C. to execute, acknowledge, initial, and deliver to Elder Law Firm, P.C. any documentation deemed necessary to reform, replace, or correct any lost, misplaced, misstated, or inaccurate documents regardless of the reason for the loss, misplacement, or inaccuracy. The undersigned further agree to comply with any document correction request within 10 days of their written notification, and to be liable for any loss or damage resulting from their failure to timely comply with the request, including reasonable attorney's fees.

5. IF SELLER-FINANCE OR OTHER LOAN DOCUMENTS HAVE BEEN DRAFTED; Elder Law Firm, P.C. has drafted documents in accordance with the expressed wishes of the seller, lender, buyer, and/or other parties. No legal advice has been given regarding loan documents, and Elder Law Firm, P.C. does not warrant that any special requests for provisions or other wording will hold up in court under usury laws, prohibitions against restraints on alienation of property, or any other laws or doctrines under which the buyer or borrower might contest the loan, the lien, or any portion of the transaction. Sellers, buyers, and lenders are aware that Elder Law Firm, P.C. does not represent them and that they are encouraged to retain their own attorney to review documents for this transaction.

The undersigned hereby acknowledges receiving and reading a copy of this Agreement, and by the undersigned's signature affirms the acknowledgment of the undersigned to the accuracy of the above statements and their agreement thereto.

MOUTHER L. Mantby Harvey L. Mark

Martha Kendziora n/k/a Martha K. Marx, by

Harvey L. Marx as agent and attorney-in-fact

Lucian Moreau

BUYER

Cyntha Moreau