

THE STATE OF TEXAS

COUNTY OF SAN JACINTO

#1359

Know all men by these presents, that I, CHARLIE MITCHELL, of San Jacinto County, Texas, for and in consideration of Three Hundred (\$300.00) Dollars to me in hand paid by JOHN ROBERT KILGORE and wife MARY JOYCE KILGORE, receipt of which is hereby acknowledged, and the further sum of Two Thousand Seven Hundred (\$2,700.00) Dollars to be paid and secured to be paid to Grantor herein by Grantees herein, and evidenced by Grantees' certain vendor's lien note of even date herewith in the principal sum of Two Thousand Seven Hundred (\$2,700.00) Dollars, bearing interest at the rate of six (6%) per cent per annum, payable to the order of Grantor in one hundred twenty equal monthly installments of Twenty Nine & 97/100 (\$29.97) Dollars each, including principal and interest, payable at Goldspring, San Jacinto County, Texas, the first installment being due on or before the 20th day of October, 1966, and a like installment being due on or before the 20th day of each succeeding month until the entire note is fully paid, said note containing the usual accelerating maturity, attorney's fee and prepayment options, and all provisions of said note are made a part hereof as though written herein; the payment of said note is secured by the vendor's lien herein and hereby retained, and also by deed of trust of even date herewith from the makers of said note to John K. Neumann, trustee, against the hereinafter described and conveyed real estate,

have granted, sold and conveyed, and by these presents do grant, sell and convey, unto the said JOHN ROBERT KILGORE and wife MARY JOYCE KILGORE, of Harris County, Texas, the following described land, to wit:

Being Lot No. Six (6) and the North One-half (N-1/2) of Lot No. Five (5) of the Camilla Lake Sites Subdivision, Section Two, as shown by the map or plat of said subdivision filed for record in the office of the County Clerk of San Jacinto County, Texas, on the 24th day of July, 1962, recorded in Volume 87, page 53 of the Deed Records of San Jacinto County, Texas, being out of and a part of the J. D. Martinez League No. 5, Abstract No. 30, San Jacinto County, Texas.

Out of the grant hereby made there is, however, excepted and reserved to the grantor herein, his heirs and assigns, all mines and wells of and all mineral in, on, and under the land hereby conveyed.

But the above conveyance is subject to the following covenants and conditions:

1. All owners and all residents of any part of said Camilla Lake Sites Subdivision, Section Two, shall be of the Caucasian race.
2. The title to all roads, lanes, or other passageways shall remain in the grantor herein, and are the private property of the grantor, but grantor hereby gives the lot owners and their guests the right to use same.
3. Only one one-family residence may be erected, altered, place or be permitted on any lot. No residence shall contain less than 720 feet of covered living area. All buildings must be constructed of wood, wood siding, wood shingles, masonry, asbestos shingles, or of material of equal or better quality.
4. All sewage shall be taken care of in a manner to suit with county health standards.
5. An easement is reserved across said lot for utility installation and maintenance.
6. The above covenants and conditions are binding upon and are to be observed by the grantors herein, as well as their heirs, executors, administrators, and assigns, to run in favor of and be enforceable by any person who shall hereafter own any of that land known as Camilla Lake Sites Subdivision, Section Two, as shown by that map or plat of same recorded in Volume 87, page 53 of the Deed Records of San Jacinto County, Texas. And in case of and upon any violation or non-observance of the above covenants and conditions, and thereupon, the said conveyance shall be null and void, and the said premises shall then and there wholly and absolutely revert, without suit or re-entry, to the grantor herein, his heirs or assigns; and no act or omission upon the part of any of the beneficiaries of this clause shall be a waiver of the operations or enforcements of either such covenants or such conditions.

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 JOHN ROBERT KILGORE and wife MARY JOYCE KILGORE, their heirs or assigns, forever. And I do hereby bind myself, my heirs, executors and administrators, to warrant and forever defend all and singular the said premises, unto the said JOHN ROBERT KILGORE and wife MARY JOYCE KILGORE, 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 a vendor's lien and superior title are retained against the above described property, premises and improvements until the above described

note and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

Witness my hand this 4th day of October, 1966.

Charlie Mitchell
Charlie Mitchell

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COUNTY OF SAN JACINTO

Before me, the undersigned authority, on this day personally appeared Charlie Mitchell, 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 5 day of October, 1966.



Robert J. Atkins
Notary Public, San Jacinto
County, Texas.

FILED FOR RECORD on the 7th
DULY RECORDED THIS the 10th
FILE NO. 1359 RECORDED

day of Aug. A.D. 1967, at 11:35 o'clock A. M.
day of Aug. A.D. 1967, at 10:30 o'clock A. M.
VOL. 105 PAGE 434.

Anna Angeline H. Gray
COUNTY CLERK, SAN JACINTO COUNTY, TEXAS