

7725484

WARRANTY DEED WITH
VENDOR'S LIEN

DEEDS

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF MONTGOMERY §

THAT MITCHELL & MITCHELL CORPORATION, a Texas corporation, acting herein by and through its undersigned duly authorized officers, with offices in the County of Montgomery, State of Texas (hereinafter called "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid in cash by MARVIN J. ROTSTEIN, Trustee, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed; and

The further consideration of the sum of ONE HUNDRED FIFTY-THREE THOUSAND AND NO/100 DOLLARS (\$153,000.00) to be paid in accordance with the terms of that one certain promissory note of even date herewith executed by the said Grantee for the principal sum of ONE HUNDRED FIFTY-THREE THOUSAND AND NO/100 DOLLARS (\$153,000.00), bearing interest from date at the rate of 9% per annum, said note payable to the order of Grantor, as follows:

In quarter-annual installments in the amount of FIVE THOUSAND EIGHT HUNDRED FORTY-ONE AND 54/100 DOLLARS (\$5,841.54) each, including interest, beginning October 28th, 1977, and continuing regularly and quarter-annually thereafter until the entire principal thereof and all interest accrued thereon has been duly paid; said note containing the usual and customary attorney's fees and acceleration of maturity clauses, and is secured by the Vendor's Lien hereinafter retained on the property hereby conveyed, and being additionally secured by Deed of Trust of even date herewith to ROBERT N. HINTON, JR., Trustee, reference to which is here made for all purposes;

has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto the said Grantee, of Houston, Harris County, Texas, all that certain tract or parcel of land, lying and being situated in the County of Montgomery, State of Texas, and described as follows:

A tract of land containing 100.00 acres, in the John Phillips Survey, Abstract No. 432, in Montgomery County, Texas, described in Exhibit "A" attached hereto and made a part hereof, reference to which is hereby made for all purposes.

As an appurtenance to the property hereinabove described, Grantor hereby transfers and assigns to Grantee, his successors

and assigns, the non-exclusive right to use and enjoy, jointly with Grantor, its successors and assigns, that certain right-of-way and easement conveyed to Grantor by Austin Williford Roberts by Deed of Right-of-Way dated April 10, 1969, recorded in Volume 685, Page 351, of the Deed Records of Montgomery County, Texas.

THIS CONVEYANCE is made subject to, and the Grantees herein do not assume the payment of, the following:

That certain promissory note in the original amount of \$1,882,327, executed by Mitchell and Mitchell Corporation, payable to Great Southern Life Insurance Company, secured by Deed of Trust of even date therewith, executed by Mitchell & Mitchell Corporation to F. Jack Greenwood, Trustee, recorded in Volume 128, Page 696, Deed of Trust Records, Montgomery County, Texas, as amended and supplemented including Supplemental Deed of Trust dated May 10, 1973, recorded in Volume 266, Page 934, Deed of Trust Records of Montgomery County, Texas, and additionally secured by Supplemental Rental and Lease Agreement to Great Southern Life Insurance Company dated May 7, 1968 recorded in Volume 661, Page 943, Deed Records of Montgomery County, Texas.

THIS CONVEYANCE is further accepted subject to the following:

1. Reservation of all minerals and/or royalties, contained in deed dated November 18, 1954, recorded in Volume 393, Page 349, Deed Records of Montgomery County, Texas.
2. Oil and Gas Lease, to the extent that it may still be in force and effect, dated December 1, 1967, from Edith Morrison Heinold, et al, to Mobil Oil Corporation, recorded in Volume 654, Page 470, Deed Records of Montgomery County, Texas.
3. Any visible or apparent roadway or easement over and across the property hereinabove described.
4. Timber Sale Agreement dated May 28, 1969, between Mitchell & Mitchell Corporation, et al, as Sellers, and Georgia-Pacific Corporation as Buyer, recorded in Volume 726, Page 53, Deed Records of Montgomery County, Texas, amended by unrecorded Amendment thereto dated July 24, 1969 and by Amendment dated November 25, 1969, recorded in Volume 698, Page 902, Deed Records of Montgomery County, Texas, by Amendment dated January 6, 1970, recorded in Volume 702, Page 889, Deed Records of Montgomery County, Texas, and by Amendment dated April 17, 1970, recorded in Volume 708, Page 629, Deed Records of Montgomery County, Texas, Timber Deed dated August 7, 1969, from Mitchell & Mitchell Corporation, et al, to Georgia-Pacific Corporation, recorded in Volume 215, Page 724, Deed Records of Waller County, Texas, in Volume 690, Page 747, Deed Records of Montgomery County, Texas, and in Volume 299, Page 688, Deed Records of Grimes County, Texas, as amended by aforesaid Amendments.
5. Timber Sale Agreement dated January 3, 1977, from Mitchell & Mitchell Corporation, et al, as Seller, to Louisiana-Pacific Corporation, as Buyer, evidenced by Timber Deed recorded in Volume 971, Page 181, Deed Records of Montgomery County, Texas.
6. Unrecorded Escrow Agreement dated August 7, 1969 by and between Mitchell & Mitchell Corporation, et al, Georgia-Pacific

Corporation and Bank of the Southwest, National Association, Houston, Trustee, and unrecorded General Warranty Deed from Mitchell & Mitchell Corporation, et al, to Georgia-Pacific Corporation held in escrow by Bank of the Southwest, National Association, Houston, Texas, as escrow agent under the aforesaid Escrow Agreement, a Memorandum of said Escrow Agreement being recorded in Volume 690, Page 743, Deed Records of Montgomery County, Texas, amended by instrument dated December 12, 1974, recorded in Volume 882, Page 258, Deed Records of Montgomery County, Texas, and in Volume 215, Page 729, Deed Records of Waller County, Texas, said Escrow Agreement and Memorandum of Escrow Agreement having been amended by the Amendment recorded in Volume 792, Page 272, Deed Records of Montgomery County, Texas and also by the Amendments listed therein.

7. Two (2) certain roadway easements hereinbelow expressly reserved by Grantor; the vendor's and deed of trust liens securing the indebtedness of Grantee to Grantor, herein retained and referenced; and the covenants and restrictions hereinbelow set forth.

THIS CONVEYANCE is further made and accepted subject to the following covenants and restrictions, which shall be covenants running with the property hereinabove described and shall be binding against Grantees, their heirs, executors, successors, assigns, Grantees and vendees, and against any other subsequent owners of the property hereinabove described, to-wit:

1. No cesspools shall ever be dug, used or maintained on the property herein described and conveyed (the property), and whenever a residence is established on said property all toilets shall be connected with a septic tank until such time as sanitary sewers may be available for the use in connection with such property. The drainage of septic tanks into any road, street, alley or other public ditches, either directly or indirectly, is strictly prohibited;

2. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater. Culverts or bridges must be used for driveways and/or walks;

3. The property shall be used for new residence purposes only, and no part thereof shall be used for business, commercial or industrial purposes nor any other structure whatsoever, other than a first-class private residence, with the customary out-buildings or garage, shall be lived in as a home. No building may be moved onto this property without the inspection and approval of Mitchell & Mitchell Corporation (MMC) or Mitchell Development Corporation of the Southwest (MDCSW);

4. No basement, tent, shack, garage, barn or other out-building erected on this property shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence without written authorization from MMC or MDCSW.

5. No mobile home shall be used as a residence, temporarily or permanently, on the property.

6. No residence shall be erected or placed upon the property herein restricted as residential property which does not contain at least 1250 square feet exclusive of porches and garages.

Residential property is here meant for the use of erecting thereon a first-class private residence, apartment or duplex, with the customary outbuildings, garage and servants' houses. No corrugated iron, roll siding, tar paper or similar composition will be allowed for outside finishing materials. The exterior of residences must be completed within 6 months from the beginning of construction.

7. No hogs, goats or other animals generally considered to be undesirable in a residential subdivision shall be raised, bred or kept on the property except that cattle, dogs, cats or household pets may be kept, a maximum of three animals per square acre, only one of which shall be a cow.

8. No noxious or offensive trade or activity shall be carried on upon the property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood;

9. Purchaser agrees that he will not permit grass or weeds to become in excess of 12 inches in height before cutting same, nor allow trash, junk, or any unsightly objects to be dumped or accumulated on said property, in default of which MMC or its assigns may cut such grass or weeds or remove said trash, junk or unsightly objects and charge the costs thereof to the owner of the property, such costs to be paid within 30 days after demand is made therefor;

10. No sign of any kind shall be displayed to the public view on the property without written permission from MMC or MDCSW;

11. No tree or trees shall be sold, cut or removed from this property over 10 inches in diameter without written permission from MMC or MDCSW;

12. No noxious or offensive activity shall be carried on upon the property nor shall anything be done thereon which may be or may become an annoyance or nuisance, such as an automobile graveyard, garbage or rubbish dumping ground, oil and mining operation. The property and the public road in front of it shall be kept free of litter or trash;

13. These restrictions and covenants are to run with the property, and shall be binding on all owners thereof until December 31, 1996, at which time such covenants shall be automatically extended for successive periods of 10 years, unless by vote of the majority of the then owners of the property it is agreed to change the covenants or restrictions, in whole or in part;

14. Each purchaser of the property accepts said property SUBJECT to the above set out restrictions, easements, and covenants running with the land, and purchaser and purchaser's heirs, successors and assigns, covenants with their respective grantors that they will, and that their successors, heirs, and assigns, shall faithfully observe and perform said restrictions and conditions, and each of them, and if any purchaser or any person claiming under such purchaser, shall at any time violate or attempt to violate, or shall omit to perform or observe any of the foregoing restrictions or conditions, it shall be lawful for any person owning land subject to these restrictions or conditions, or for any grantor of any property to institute and prosecute appropriate proceedings at law or in equity, including the right of injunctive relief, for the wrong done or attempted;

15. It is agreed that nothing may be done by the parties hereto, their grantees or assigns which would result in changing or altering or interfering with existing drainage of water across this property or adjacent property;

16. Invalidation of any of these covenants by judgment or court order shall in no wise effect any of the other provisions or covenants and same shall remain in full force and effect;

17. Beginning November 1, 1977, purchaser must pay \$5.00 on the first (1st) of each month for road maintenance. This money is to be used to maintain roads and to remove litter (not garbage). This fund will be temporarily handled by Grantee until a Garden Club or some such facility is organized by purchaser;

18. The property cannot be subdivided into parcels of less than one (1) acre and each tract must have a sixty foot road built to county specifications fronting each tract. All such subdivisions must have the written approval of MMC or MDCSW;

19. This property and any and all parts of it shall not be used for hunting with firearms.

In addition to, and not by way of limitation of, the foregoing covenants and restrictions, Grantee covenants and agrees for himself, his successors and assigns, that neither Grantee nor his successors or assigns shall directly or indirectly improve or develop the property hereinabove described for either; (i) residential use with 400 dwelling units or more; (ii) commercial use as a facility or facilities having a floor area greater than 50,000 square feet; or (iii) industrial use as a facility or facilities having a land area greater than 8 acres.

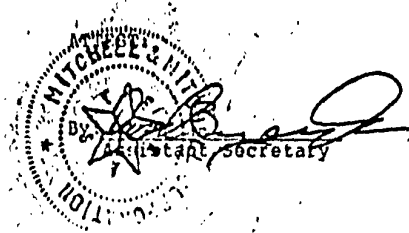
TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, his successors and assigns FOREVER; SAVE AND EXCEPT, and there is expressly excluded from this conveyance and reserved into Grantor for itself, its successors and assigns, two (2) certain perpetual rights-of-way and easements for the purposes of ingress and egress on, over, across and through the property hereinabove described, such rights-of-way and easements being more particularly described in Exhibit "B" attached hereto and made a part hereof for all purposes. And Grantor does hereby bind itself, its successors and assigns, to WARRANTY AND FOREVER DEPEND, all and singular the said premises unto the said Grantee, his successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, except taxes for the current year, which have been prorated as of the date hereof and are assumed by the Grantee.

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

EXECUTED this 28th day of July, 1977.

MITCHELL & MITCHELL CORPORATION



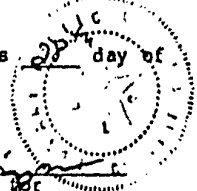
By Edward Drens
Vice President

THE STATE OF TEXAS S

COUNTY OF MONTGOMERY S

BEFORE ME, the undersigned authority, on this day personally appeared Edward Drens, Vice President of MITCHELL & MITCHELL CORPORATION, a corporation, 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, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of July, 1977.



Mary J. Dizon
Notary Public in and for
Montgomery County, Texas

MICHAEL CASE

REGISTERED PUBLIC SURVEYOR
 Post Office Box 1409
 CONROE, TEXAS 77301

OFFICE
 800 CROCKE ST.

AG 719 786-4641

July 19, 1977

**FIELD NOTE DESCRIPTION FOR 100.00 ACRES OF
 LAND IN THE JOHN PHILLIPS SURVEY, A-432,
 MONTGOMERY COUNTY, TEXAS, AND BEING A PART
 OF MITCHELL & MITCHELL 1169.853 ACRE TRACT,
 SAID 100.00 ACRES BEING DESCRIBED AS FOLLOWS:**

BEGINNING at a 4" iron pipe found marking an inside corner of above mentioned Phillips Survey, also an inside corner of 1169.853 acre tract, same being N.E. Corner of J. H. Smith Survey, A-533, from whence a 24" Red Oak mkd. x brs. N. 21°30'W., 15.1 feet, and a 17" Post Oak mkd. x brs. S. 06°40'E., 14.0 feet;

THENCE N. 89°38'03" W., along upper South line of Phillips Survey and North line of Smith Survey for a distance of 519.36 feet to an iron rod set for Corner;

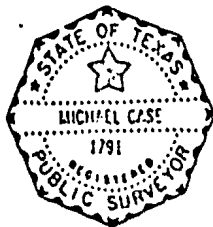
THENCE N. 00°00'04" E., on a line parallel with West line of Phillips Survey for a distance of 5453.94 feet to an iron rod set for Corner in its North line and South line of B. McFadden Survey, A-352;

THENCE N. 88°58'54" E., along same line for a distance of 758.52 feet to an iron rod set for Corner;

THENCE S. 00°00'04" W., on a line parallel with West line of Phillips Survey for a distance of 6345.22 feet to an iron rod set for Corner in its lower South line and North line of James Brown Survey, A-78;

THENCE N. 89°55'47" W., along same line for a distance of 248.06 feet to a 1 3/4" iron pipe for lower S.W. Corner of Phillips Survey, also N. W. Corner of Brown Survey in East line of J. H. Smith Survey;

THENCE N. 00°35'28" E., along East line of Smith Survey for a distance of 874.23 feet to point of BEGINNING and CONTAINING 100.00 acres of land.



Michael Case
 Michael Case
 Reg. Public Surveyor #1791

EXHIBIT "A"

RIGHT-OF-WAY EASEMENTS
RESERVED BY GRANTOR

EASEMENT NO. 1

Being a parcel of land 60 feet in width, located in the John Phillips Survey, A-432, Montgomery County, Texas, said 60-foot strip of land being along, and adjacent to, the most southerly south line of that certain 100.00 acre tract described in Exhibit "A" of the Deed to which this Exhibit "B" is attached, extending the full width of said 100-acre tract from its east line to its most southerly west line, with the most southerly south line of said 100-acre tract forming the south line of this easement, and the north line of this easement being located 60 feet north of, and parallel to, said south line.

EASEMENT NO. 2

BEING a parcel of land 60' in width and containing 2.002 acres located in the John Phillips Survey, A-432, Montgomery County, Texas and being out of a called 1168.58 acre tract (1169.853 acres by re-survey) deeded to Mitchell & Mitchell Corporation as described in Volume 565, Page 217 Montgomery County Deed Records, said 2.002 acre being more particularly described as follows:

BEGINNING at an iron pin in the south line of the Mitchell & Mitchell Corporation 1169.853 acre tract and south line of the John Phillips Survey, A-432 and being the southeast corner of a 250.00 acre tract of land conveyed to Highland Estates as recorded in Volume , Page , Montgomery County Deed Records, said pin bears S 89° 38' 03" E a distance of 2005.67 from the southwest corner of said 1169.853 acre tract;

THENCE N 00° 00' 04" E along the east line of said Highland Estates 250.00 acre tract a distance of 60.00 to a point for corner;

THENCE S 09° 38' 03" E a distance of 579.93' to a point for corner;

THENCE S 00° 35' 28" W a distance of 933.92 feet to a point in the most southerly south line of said 1169.853 acre tract;

THENCE N 89° 55' 47" W along the most southerly south line of said 1169.853 acre tract a distance of 60.00 to a 1 3/4" Iron pipe marking its most southerly southwest corner;

THENCE N 00° 35' 28" E along the most southerly west line of said 1169.853 acre tract a distance of 874.23 to a 4" Iron pipe marking an interior corner of said tract;

THENCE N 89° 38' 03" W along the most northerly south line of said 1169.853 acre tract a distance of 519.36' to the POINT OF BEGINNING and containing 2.002 acres of land.

FILED FOR RECORD
AT 11 O'CLOCK A.M.

JUL 29 1977

EXHIBIT "B"

ROY HARRIS, Clerk
County Court, Montgomery Co., TX
Michael Wilson Deputy