

1030

STATE OF TEXAS
COUNTY OF SMITH

KNOW ALL MEN BY THESE PRESENTS:

That we, R. N. (Noble) Harris and wife, Elsie M. Harris, of Smith County, Texas, hereinafter called Grantors, and Citizens National Bank of Henderson, Texas, joining herein for the sole purpose of releasing liens against the hereinafter described property, for and in consideration of the sum of One Thousand, Three Hundred Twenty-five and no/100 Dollars (\$1,325.00) to us paid and secured to be paid by Jesse T. Kyles and wife, Allyne Kyles, as follows:

\$250.00 cash, the receipt of which is hereby acknowledged, and the execution and delivery by Grantees of one vendor's lien note in the principal sum of One Thousand, Seventy-five and no/100 Dollars payable to R. N. (Noble) Harris, or order, at Henderson, Texas (\$1,075.00), payable in four (4) annual installments, the first installment being in the amount of \$175.00, payable on or before January 1, 1957, and the next three installments being due in the amount of \$300.00, each payable on or before January 1, 1958, said note bearing interest at the rate of 6% per annum 1959, and 1960, respectively, the interest being payable on the same dates, and providing that failure to pay said note or any installment when due shall, at the option of the holder, mature all of said indebtedness, and for an additional ten per cent (10%) if collected by suit or by an attorney, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said Jesse T. Kyles and wife, Allyne Kyles, of said County and State, all that certain tract or parcel of land, situated in Smith County, Texas, more particularly described as follows:

Being out of the James DeLaney Survey, located about 7.25 miles S. 70° 00' E. from the Smith County Courthouse, and being a part of the James DeLaney Survey No. 226, and being more particularly described as follows:
BEGINNING at an iron pipe set 3749.7 feet north and 2210.1 feet east from the southwest corner of the said James DeLaney Survey at a point 40 feet south of the north boundary line of said survey and on the shore line of Pleasure Acres Lake, and from said iron pipe a Red Oak 16 inches in dia. brs. S. 27° 30' E. 14.4 feet and a Pine 14 inches in dia. brs. S. 1° 00' E. 15.4 feet;
THENCE N. 89° 25' E. 40 feet south of and parallel with the NBL of the said James DeLaney Survey, 304.4 feet to an iron pipe for corner from which a Hickory 10 inches in dia brs S. 19° 15' E. 20 feet and a Post Oak 12 inches in dia. brs. S. 25° 00' W. 36 feet;

THENCE S. 13° 25' W. 268.2 feet to an iron pipe for corner set on the Shore line of Pleasure Acres lake from which a Post Oak 9 inches in dia. brs. N. 6° 15' E. 7.5 feet and another Post Oak 8 inches in dia. brs. N. 21° 30' W. 15.2 feet;

THENCE N. 62° 30' W. along the shore line of the said Pleasure Acres Lake, 169.6 feet;

THENCE N. 48° 02' W., continuing along the shore line of the said Pleasure Acres Lake, 82.5 feet;

THENCE N. 13° 44' W., continuing along the shore line of the said Pleasure Acres Lake, 128 feet to the place of beginning, containing 1.205 acres.

Together with: Subject to the restrictions and provisions hereinafter provided, the right of boating and fishing to the grantees and their unmarried children; this provision to extend to one family, and that being the Grantee's, on the waters of Pleasure Acres Lake, which is near the above described property, to the extent that the same does not interfere with similar and concurrent rights and privileges heretofore or hereafter conveyed to other parties, said privileges are hereby granted to the Grantees as the owners of the above described property. To have and to hold unto the said Grantees, their heirs and assigns, so long as they shall be the owners of said described tract; they, their heirs and assigns being fully empowered, however, to convey the aforesaid rights and privileges as an appurtenance to the above described tract. In this connection it is agreed and strictly understood that all rules and regulations relating to fishing and boating on Pleasure Acres Lake as shall be reasonably prescribed by the owner thereof, shall be strictly complied with and observed by the Grantees, their heirs and assigns. And, further, that the fishing and boating privileges herein granted shall never extend to more than one family and their unmarried sons and daughters and that a failure to strictly abide by the rules and regulations of said lake as above mentioned with the provision of limiting these boating and fishing privileges to one family and their unmarried sons and daughters shall operate as a forfeiture and surrender of said boating and fishing privileges.

It is further agreed that the Grantors shall not be liable for any accidents which occur while the Grantees are exercising any of the privileges herein extended.

The above described property adjoins the waters of Pleasure Acres Lake and Grantees are also extended the privilege and right of building and using a boat house for their personal use only, and of clearing the banks and using the waters of said lake for swimming. No such activity on the part of the Grantees shall be conducted except upon the tract above described and in the waters of the lake.

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 Jesse T. Kyles and wife, Allyne Kyles, their heirs and assigns, forever, and we do hereby bind ourselves, our heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said Jesse T. Kyles and wife, Allyne Kyles, their heirs and assigns, against every person whosoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, in favor of the holder of said note; until the above described note, and all interest thereon are fully paid according to their face and tenor, effect and reading, when this deed shall become absolute.

The Citizens National Bank of Henderson, Texas, joins in this instrument for the sole purpose of releasing any and all liens held by said Bank against the above described property, and said liens are hereby fully released insofar as they cover the above described property, but shall not affect any lien or liens which said Bank may hold against any other property of R. N. Harris.

WITNESS OUR HANDS, this the 11th day of February, 1956.

R. N. (Noble) Harris

Elsie M. Harris

CITIZENS NATIONAL BANK OF HENDERSON, TEXAS

BY [Signature]



STATE OF TEXAS
COUNTY OF RUSK

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared R. N. (Noble) Harris and Elsie M. Harris, husband and wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Elsie M. Harris, wife of the said R. N. (Noble) Harris, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Elsie M. Harris, acknowledged such instrument to be her act and deed, and declared to me that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 11th day of February, 1956.



Mildred Jones
Notary Public in and for Rusk
County, Texas

Mildred Jones, Notary Public
in and for Rusk County, Texas

STATE OF TEXAS
COUNTY OF RUSK

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared W. E. Wylie, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Citizens National Bank, of Henderson, Texas, a Banking Corporation, and that he executed the same as the act of such Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 11th day of February, A. D. 1956.



Mildred Jones
Notary Public in and for Rusk
County, Texas

Mildred Jones, Notary Public
in and for Rusk County, Texas

1030	E. N. (NOBLE) HARRIES, ET UX TO JESSE T. KYLES, ET UX	FILED ERNEST CHRISTIAN COUNTY CLERK SMITH COUNTY, TEXAS BY <i>[Signature]</i>	DEED	1958 JAN 30 PM 1:31	<i>Book 570 Page 270</i>	<i>Jesse T. Kyles 417 Williams Jesse Kyles</i>	W. CROFT-SHAW & COLLEY ATTORNEYS AT LAW HENDERSON, TEXAS

FILED AT	1:31 O'CLOCK	P. M.	ON THE	30	DAY OF	Jan	1958
RECORDED AT	3:40 O'CLOCK	P. M.	ON THE	11	DAY OF	Feb	1958
ERNEST CHRISTIAN, COUNTY CLERK, BY <i>[Signature]</i>							DEPUTY

10406

STATE OF TEXAS
COUNTY OF SMITH

KNOW ALL MEN BY THESE PRESENTS:

THAT we, R. N. (Noble) Harris, and wife, Elsie M. Harris, of Smith County, Texas, hereinafter called Grantors, and Citizens National Bank of Henderson, Texas, joining herein for the sole purpose of releasing all liens which it holds against the herein-after described property, for and in consideration of the sum of Eighty-eight Thousand Eight Hundred and no/100 (\$88,800.00) Dollars to us paid, and secured to be paid by C. W. Northcutt, Jr., as follows:

Three Thousand and no/100 (\$3,000.00) Dollars cash, the receipt of which is hereby acknowledged, and the execution by Grantee of two promissory notes payable to R. N. Harris, or order, as follows:

Note No. 1: In the sum of \$4,500.00 with interest from date at the rate of six per cent per annum and payable on or before December 31, 1959.

Note No. 2: In the principal sum of \$81,300.00 with interest at the rate of six per cent per annum, and payable in fifteen equal annual installments of \$5,420.00, the first installment being due and payable on or before December 31, 1960 and a like installment on or before December 31 of each year thereafter until paid in full, the interest being payable on the same dates, and providing that failure to pay any installment of principal or interest, or failure to pay the first note described, shall, at the option of the holder, mature all of said notes, and for an additional ten per cent if collected by suit or by an attorney; have granted, sold and conveyed and by these presents do grant, sell and convey unto the said C. W. Northcutt, Jr. of Dallas County, Texas, subject to the reservations hereinafter set forth, all those certain tracts or parcels of land situated in Smith County, Texas and described as follows:

TRACT NO. 1: A part of the K. T. Worrell Survey, Abstract No. 756 in Smith County, Texas about 7.5 miles East southeast from the Smith County courthouse, and described as follows:
BEGINNING at a stake in the West boundary line of the said Worrell Survey, S 0-50E, 204 feet from the NWC of the same;
THENCE S 87-44 E 84 feet to a stake for corner;
THENCE S 7-36 W 370.6 feet to a stake for corner;
THENCE S 63-11 W 33.5 feet to a stake for corner in the WBL of said Worrell Survey;
THENCE N 0-50 W with the WBL of said Survey to the place of beginning, containing $\frac{3}{4}$ ths of an acre, more or less.

TRACT NO. 2: All that certain tract or parcel of land situated in Smith County, Texas, about $7\frac{1}{2}$ miles South 80 deg. East from the City of Tyler and being all of the Jas. DeLaney Survey No. 226, Abstract No. 317, of 320 acres, less three acres thereof conveyed by W. H. Cousins to John J. Jones on the 10th day of March, A. D. 1882 as evidenced by deed recorded in Vol. 30, page 154, Deed Records of Smith County, Texas, said James DeLaney Survey of 320 acres being described by metes and bounds as follows, to-wit:

BEGINNING 1072 vrs. S. of the N.E. cor. of Survey No. 225 (Hick S. 12 deg. W. 6 vrs. R. O. S. 21 deg. W. 9 vrs.)
THENCE East at 807 vrs. a branch, at 1344 vrs. a post (B.J.N. 64 deg. East 2-2/10 vrs. Hick brs. S. 60 deg. W. 3-1/10 vrs.)
THENCE North at 1344 vrs. a post (P.O. N. 36 deg. W. 9-6/10 vrs. R.O. S. 38 deg. E. 6-2/10 vrs.)
THENCE West 1344 vrs. a post (B.J. brs S. 50 deg. East 4-6/10 vrs. B. J. N. 88 deg. 6-7/10 vrs.)
THENCE South at 272 vrs. the N. E. cor. of said survey No. 225, at 287 vrs. a branch of 1344 vrs. to the place of beginning.
EXCEPT, HOWEVER, the following tracts of land heretofore conveyed

by these grantors, as shown by deeds duly recorded in the deed records of Smith County, Texas: **EXCEPT,** that part South of the Highway and 2.468 acres conveyed to the State of Texas
 2.2 acres to J. E. Bahan, et al recorded in Vol. 537, Page 302 of said Records.
 2.217 acres to Joe R. Rains, Jr. recorded in Vol. 872, Page 357 of said Records.
 2 acres to O. M. Brown recorded in Vol. 530, Page 453 of said records.
 2 acres to Ben F. Ramsey recorded in Vol. 577, Page 345 of said Records.
 4 acres to B. K. Castleberry recorded in Vol. 572, Page 117 of said Records.
 1.25 acres to J. E. Elliott recorded in Vol. 576, Page 45 of said Records.
 2.489 acres to I. F. Thompson recorded in Vol. 574, Page 337 of said Records.
 2 acres to Edmon Roy Worley recorded in Vol. 580, Page 171 of said Records.
 2.399 acres to Albert Dusek recorded in Vol. 602, Page 474 of said Records.
 2 acres to Thomas Vernon Brown recorded in Vol. 603, Page 642 of said Records.
 2.313 acres to Fred Jernigan recorded in Vol. 588, Page 425 of said Records.
 1.898 acres to Dick Castleberry recorded in Vol. 657, Page 420 of said Records.
 24.326 acres to Lewis T. Wilson recorded in Vol. 636, Page 81 of said records; however, the grantors reserved and excepted in such conveyance an undivided $\frac{1}{4}$ th interest in and to the oil gas and other minerals in, on and under said tract, and the minerals so reserved and excepted are reserved and excepted from this conveyance to the grantors, their heirs and assigns.

0.948 acres to Joe Rains, Jr. recorded in Vol. 666, Page 73 of the said Records.
 0.524 acres to J. E. Elliott recorded in Vol. 693, Page 237 of said Records.
 6 acres to Dick Castleberry by deed recorded in Vol. 725, Page 304 of said records, LESS, HOWEVER, .212 acres reconveyed by Castleberry to these grantors, and such .22 acres so reconveyed are included in this conveyance.
 1.052 acres to Clyde Breen recorded in Vol. 756, Page 489, of said Records.
 1.169 acres to R. P. Smith recorded in Vol. 803, Page 9 of said Records.
 1.224 acres to R. B. Butler recorded in Vol. 780, Page 53 of said Records.
 1. acre to Robert Lowry Meek recorded in Vol. 773, Page 545 of said Records.
 2.5226 acres to Isaac Johnson recorded in Vol. 813, Page 503 of said Records.
 0.329 acres to J. W. Isbell recorded in Vol. 789, Page 618 of said Records.
 1.447 acres to Ruby Louise Mayberry recorded in Vol. 802, Page 254 of said Records.
 1 acre to Geo. B. Kennon, Sr. recorded in Vol. 851, Page 1 of said Records.
 1.9368 acres to Ralph Mauldin recorded in Vol. 833, Page 193 of said Records.
 1.72 acres to Dick Castleberry filed in 1958 under File No. 6629.
 1.5 acres to J. M. Lloyd filed in 1958 under File No. 8809.
 1.32 acres to John P. Powell, Jr. filed in 1959 under File No. 4618.
 1.84 acres Isaac Johnson filed in 1959 under File No. 2018.
 1.205 acres to Jessie T. Kyle and 2 acres to Clinton Kenneth Cooper which deeds are also recorded in the Deed Records of Smith County, Texas, and reference is here made to all of the above instruments and the records thereof for a full and complete description of said tracts of land, except also the following:
 TRACT NO. 1: All that certain lot, tract or parcel of land situated within the County of Smith, State of Texas, a part of the James DeLaney Survey, Abst. No. 317, part of a certain tract owned by R. N. Harris, and being more completely described as follows, to-wit:
 BEGINNING at a 1/2" Iron Rod for corner that is N 41 deg. 32 min. W - 163.8 ft. from the NW corner of a certain 1.72 acre tract conveyed to Dick Castleberry by R. N. Harris, Jan. 16, 1958 and recorded in Vol. 913, Page 247 of the Deed Records of Smith County, Texas;
 THENCE S. 56 deg. 34 min. E, a distance of 322.40 ft. to a 1/2" Iron Rod for corner on the water line of Pleasure Acres Lake, at spillway elevation;
 THENCE with said water line as follows, N 15 deg. 15 Min. E - 112.00 ft., N 12 deg. 31 min. W - 129.50 ft., N 34 deg. 57 min. W - 119.10 ft., and N 54 deg. 06 min. W - 154.00 ft. to a 1/2" Iron Rod for corner;
 THENCE S 25 deg. 21 min. W, distance of 214.65 ft. to a 1/2" Iron Rod for corner, the beginning of a curve to the left;
 THENCE in a Southeasterly direction with said curve, whose angle is 81 deg. 55 min., T is 35.00 ft., and R is 40.32 ft., a distance of 57.65 ft. to the place of beginning, containing 1.671 acres of land, and being the same tract of land conveyed by these grantors to Royal Harris, et ux, and subject to the fishing and boating rights reserved in such deed as well as the same rights which were reserved in the other deeds hereinabove referred to.

TRACT NO. 2: All that certain tract or parcel of land, situated in the County of Smith, State of Texas, a part of the James Delaney Survey, Abst. No. 316, and being more completely described as follows, to-wit:

BEGINNING at a 1/2" Iron Rod for corner, on the North R.O.W. Line of Highway No. 64, S 65 deg. 57 min. E - 1450.05 ft. from the intersection of the North R.O.W. line of said Highway with the West line of the James Delaney Survey and being N 65 deg. 57 min. W - 113.75 ft. from the SW corner of a certain 1.447 acre tract described in a deed of trust from Walter W. Adams to First Federal Savings and Loan Association dated Dec. 7, 1956 and recorded under file No. 14393 in the Records of the County Clerk of Smith County, Texas.

THENCE N 65 deg. 57 min. W, with the North R.O.W. Line of said Highway, a distance of 180.40 ft. to a 1/2" Iron Rod for corner. Said corner being S 65 deg. 57 min. E - 40.0 ft. from the SE corner of a certain tract conveyed to Royal Harris by R. N. Harris, Feb. 19, 1954 and recorded in Vol. 760 page 454 of the Deed Records of Smith County, Texas.

THENCE N 24 deg. 03 min. E, parallel to and 40.0 ft. from the East line of said Royal Harris Tract, a distance of 110.0 ft. to a 1/2" Iron Rod for corner.

+ THENCE N 17 deg. 08 min. E, a distance of 91.0 ft. to a 1/2" Iron Rod for corner.

THENCE N 23 deg. 32 min. E, a distance of 130.00 ft. to a 1/2" Iron Rod for corner.

THENCE N 51 deg. 48 min. E, a distance of 105.60 ft. to a 1/2" Iron Rod for corner.

THENCE N 23 deg. 32 min. E a distance of 134.3 ft. to a 1/2" Iron Rod for corner on the water line of Pleasure Acres Lake, at Spillway elevation.

THENCE S 70 deg. 16 min. E, with said water line, a distance of 138.77 ft. to a 1/2" Iron Rod for corner.

THENCE S 23 deg. 38 min. W, a distance of 568.90 ft. to the place of beginning, containing 2.195 acres of land.

The grantors herein reserve and except from the last tract of land above described and excepted, and subject to the agreed restrictions and provisions hereinafter provided the right of boating and fishing to the grantors and their unmarried children; this provision to extend to one family, and that being the grantors', on the waters of Pleasure Acres Lake, which is near the above described property, to the extent that the same does not interfere with similar and concurrent rights and privileges heretofore or hereafter conveyed to other parties, said privileges are hereby granted to the Grantors as the owners of the above described property. To have and to hold unto the said Grantors, their heirs and assigns, so long as they shall be the owners of said described tract; the, their heirs and assigns being fully empowered, however, to convey the aforesaid rights and privileges as an appurtenance to the above described tract. In this connection it is agreed and strictly understood that all rules and regulations relating to fishing and boating on Pleasure Acres Lake as shall be reasonably prescribed by the owner thereof, shall be strictly complied with and observed by the Grantors, their heirs and assigns.

And, further, that the fishing and boating privileges herein granted shall never extend to more than one family and their unmarried sons and daughters and that a failure to strictly abide by the rules and regulations of said lake as above mentioned with the provision of limiting these boating and fishing privileges to one family and their unmarried sons and daughters shall operate as a forfeiture and surrender of said boating and fishing privileges.

It is further agreed that the grantees shall not be liable for any accidents which occur while the Grantors are exercising any of the privileges herein extended.

Grantors are also extended the privilege and right of building and using a boat house for their personal use only, and using the waters of said lake for swimming. No such activity on the part of the Grantors shall be conducted except upon the tract above described and in the waters of the lake.

Also in connection with Tract No. 1 of 1.67 acres, above excepted, such tract is the same tract conveyed by grantors to Royal Harris, et ux, and there is excepted the fishing and boating privileges, as are contained in such deed, as well as the same privileges which are contained in the other deeds hereinabove referred to.

After excepting all of the above tract of land, there remains in the tract herein conveyed 222 acres, more or less.

The grantors except from this conveyance and reserve unto themselves, their heirs and assigns, an undivided one-half (1/2) of all the oil, gas and other minerals in on and under the above described tracts of land, together with the right of ingress and egress in, on and over the same for the purpose of exploring for, mining and drilling for, storing and removing the same therefrom.

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 C. W. Northcutt, Jr., his heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said C. W. Northcutt, Jr., his 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 the Vendor's lien is retained against the above described property, premises and improvements, in favor of the holder of said note, 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.

The Citizens National Bank of Henderson, Texas, joins in this instrument for the sole purpose of releasing any and all liens held by said Bank against the above described property, and said liens are hereby fully released insofar as they cover the above described property, but shall not affect any lien or liens which said Bank may hold against any other property of R. N. Harris.

WITNESS OUR HANDS, this the 28th day of July, A. D. 1959.

R. N. (Noble) Harris

Elsie M. Harris

CITIZENS NATIONAL BANK OF HENDERSON,
TEXAS

BY [Signature]



ATTEST

[Signature]
Cashier

STATE OF TEXAS

COUNTY OF ~~TEXAS~~ RUSK:

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared R. N. (Noble) Harris and Elsie M. Harris, husband and wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Elsie M. Harris, wife of the said R. N. (Noble) Harris, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Elsie M. Harris, acknowledged such instrument to be her act and deed, and declared to me that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

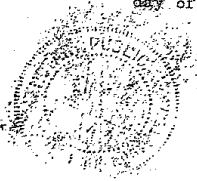
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28th day of July, A D 1959.

[Signature]
Notary Public in and for ~~TEXAS~~ RUSK
County, Texas. (CRAIG WRIGHT)

STATE OF TEXAS
COUNTY OF RUSK

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared W. E. Wylie, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Citizens National Bank, of Henderson, Texas, a Banking Corporation, and that he executed the same as the act of such Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28 day of July, A. D. 1959.



Craig Wright
Notary Public in and for
Rusk County, Texas. (CRAIG WRIGHT)

R. N. (NOBLE) HARRIS,
ET UX

TO

C. W. NORTHCUTT, JR.

FILED ERNEST CHRISTIAN
COUNTY CLERK
SMITH COUNTY, TEXAS

1959 AUG 25 PM 1:25

WARRANTY DEED

② Lender .40
5.75

*C. W. Northcutt, Jr.
Box 376A
Hwy. # 7, P. O. Hillbary
c/o District Attorney
Zylar*

ATTORNEYS AT LAW
HENDERSON, TEXAS

FILED AT 1:25 O'CLOCK 2 M. ON THE 25 DAY OF August 1959
RECORDED AT 10:20 O'CLOCK 2 M. ON THE 2 DAY OF September 1959
ERNEST CHRISTIAN, COUNTY CLERK, By Mary Ruth Martin DEPUTY

95-R0014600

WARRANTY DEED 3

THE STATE OF TEXAS *
COUNTY OF SMITH *

KNOW ALL MEN BY THESE PRESENTS:

THAT CHAPEL HILL INDEPENDENT SCHOOL DISTRICT acting by and through its Superintendent WILLIAM R. REYNOLDS of the County of SMITH, State of TEXAS for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable considerations to it in hand paid by MITCHELL RAY CHANDLER as follows: CASH the receipt and sufficiency of which is hereby acknowledged; have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said MITCHELL RAY CHANDLER whose mailing address is 709 South Commerce Street, Overton, Texas 75684 of the County of Smith, State of Texas

All that certain lot, tract or parcel of land situated in the P. L. Milstead Survey, Abstract No. 712 and in the James Delaney Survey, Abstract No. 317, Smith County, Texas, being part of that certain called 72.591 acre tract conveyed by Housing & Urban Development to Chapel Hill Independent School District in Deed dated July 26, 1976, recorded in Volume 1583, Page 135 of the Deed Records of Smith County, Texas, and being more completely described as follows, to-wit:

BEGINNING at a 2" Iron Pipe found for the Northeast corner of said called 72.591 acre tract;

THENCE South 1 degree 55 minutes 49 seconds East, a distance of 874.50 feet to a 2" Iron Pipe found for the Most Eastern Southeast Corner of said called 72.591 acre tract;

THENCE North 83 degrees 53 minutes 26 seconds West, a distance of 521.07 feet to a 2" Iron Pipe found for an Ell Corner of said called 72.591 acre tract;

THENCE South 9 degrees 02 minutes 42 seconds East, a distance of 127.46 feet to a 2" Iron Pipe found for an Ell corner of said called 72.591 acre tract;

THENCE South 84 degrees 18 minutes 13 seconds West, a distance of 244.38 feet to a 2" Iron Pipe found for an Ell Corner of said called 72.591 acre tract on the East Side of an Asphalt Road;

THENCE with said Asphalt Road East Side, North 14 degrees 15 minutes 15 Seconds West, a distance of 336.01 feet to a 1/2" Iron Rod set for corner and North 11 degrees 46 minutes 45 seconds East, a distance of 642.43 feet to a 1/2" Iron Rod set for corner in the North Line of said called 72.591 acte tract;

THENCE with said North Line, North 87 degrees 14 minutes 18 seconds East, a distance of 182.20 feet to a 1/2" Iron Rod found for corner and North 89 degrees 21 minutes 54 seconds East, a distance of 481.41 feet to the place of beginning and containing 15.176 acres of land.

The herein described premises carry the following RESTRICTIONS:

1. No mobile or modular homes.
2. No landfills or industrial plants.
3. Each dwelling will have a minimum of 1500 square feet of air condition/heat living space.
4. Houses will be at least 50% brick.

TO HAVE AND TO HOLD the above described premises, together with all singular the rights and appurtenances thereto in anywise belonging unto the said MITCHELL RAY CHANDLER, his heirs and assigns forever and it does hereby bind its successors and assigns, to Warrant and Forever Defend, all and singular the said premises unto the said MITCHELL RAY CHANDLER, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

EXECUTED this the 3rd day of May, 1995.

CHAPEL HILL INDEPENDENT SCHOOL DISTRICT


BY: WILLIAM R. REYNOLDS, Superintendent

(Acknowledgment)

STATE OF TEXAS
COUNTY OF SMITH

This instrument was acknowledged before me on the 3rd day of May 1995, by WILLIAM R. REYNOLDS, Superintendent, CHAPEL HILL INDEPENDENT SCHOOL DISTRICT.



Casler Owen
Notary Public, State of TX

**AFTER RECORDING RETURN TO:
MITCHELL RAY CHANDLER
709 South Commerce Street
Overton, TX 75684**

Filed for Record in:
SMITH COUNTY, TEXAS
MARY MORRIS - COUNTY CLERK

On May 04 1995
At 3:57pm

Deputy - Janis Farrell

6F 95-0420

STATE OF TEXAS COUNTY OF SMITH
I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly
recorded in the Land Records of Smith County, Texas.



MARY MORRIS
COUNTY CLERK, Smith County, Texas

COUNTY CLERK, Smith County, Texas
By: [Signature] Deputy